

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Infinity Property Agents Suite 38/112-122 McEvoy Street, Alexandria, NSW 2015	Phone: 02 9699 9179 Fax: 02 9699 9793 Ref: Kimiko Inagaki and Robin Gairhe - and 0468 573 623
co-agent		
vendor	Rina Imahashi 160 Ingleburn Road, Ingleburn, NSW 2565	
vendor's solicitor	Conveyancing Now NSW Pty Ltd 2, 55 President Avenue, Kogarah NSW 2217 PO Box 98, Padstow NSW 2211	Phone: 02 9188 8377 Email: karina@conveyancingnownsw.com Fax: 02 9188 8376 Ref: JS:KW:240712
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	6/473-477 Burwood Road, Belmore, New South Wales 2192 Registered Plan: Lot 6 Plan SP 96472 Folio Identifier 6/SP96472	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER																								
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>																								
VENDOR (COMPANY)	PURCHASER (COMPANY)																								
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held
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Choices

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

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

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 at least 7 days before the date for completion.

GSTRW payment (GST 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input checked="" type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Netstrata

PO Box 265, HURSTVILLE BC NSW 1481

Phone: 1300 638 787

admin@netstrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

6/473-477 BURWOOD RD, BELMORE 2192

- 33** The Contract is amended as follows:
- (a) Clause 3.10.2 & 3.11.2 are deleted.
 - (b) Clause 7.1.1 is amended by deleting "5%" and inserting in its place "\$1,000";
 - (c) Clause 14.4.2 is replaced with the words "by adjusting the amount actually payable by the Vendor for the property";
 - (d) Clause 23.13 and 23.14 is amended by replacing the figure "7" with "3";
 - (e) Clause 23.14 is amended by deleting the first sentence of the clause.
 - (f) Clause 25.1.1 is amended by deleting "limited".
- 34** The property is sold and accepted in its present condition and state of repair as and where it stands and as fenced and the Purchaser shall not be entitled to take any objection or make any requisition or claim any compensation on the ground that there are any defects or deficiencies in any electrical appliances building structure services or fences or that any repairs or additional work are required thereto respectively. The Purchaser acknowledges that he is purchasing the property as a result of his own inspection and inquiries and that the Vendor has not nor has anyone on the Vendor's behalf made any representation or given any warranties in respect of the same,
- 35** The Purchaser agrees to purchase the property subject to all existing water, sewerage, drainage, gas , electrical and other mains and services connections, pipes or distributors installed within the property whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the Purchaser be deemed to have satisfied himself as to the position and nature of any such installations by virtue of having signed this Contract.
- 36** The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the Vendor's agent, nor is any agent the effective cause of this sale. In the event that the Purchaser is in breach of this warranty the Purchaser agrees to indemnify and keep the Vendor indemnified against any claim for commission by any agent (other than the Vendor's agent). The parties agree that this condition must not merge on completion of this Contract.
- 37** Should either party (or if a party is more than one person, anyone or more of the persons comprising that party) prior to completion:
- (a) being a company:
 - i. resolves to go or enters into liquidation;
 - ii. has an application for its winding up filed;
 - iii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iv. has a liquidator, receiver or official manager of it appointed or otherwise become an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*;
 - v. is unable to pay its debts within the meaning of the *Corporations Act 2001 (Cth)*; or
 - vi. deregisters itself; or

- (b) if a natural person:
 - i. is or becomes bankrupt;
 - ii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iii. is or becomes a protected person under the *Protected Estates Act, 1993*; or
 - iv. is or becomes a mentally ill or a mental disordered person in accordance with the relevant criteria set out in Chapter 3 of the *Mental Health Act, 1990*;
 - v. dies,

then either party may rescind this Contract by notice to the other party. If the Purchaser is not otherwise in default under this Contract, the Contract will be at an end upon service of such a notice and provisions of the printed Clause 19 will apply to that rescission. If any of the events in subclauses (a), b(i),b(ii) or b(iii) occur, they constitute a breach of this contract for the purposes of clause 19.2.3.

38 It is expressly agreed between the parties that in my circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.

- (a) If for any reason other than the Vendor's default completion does not take place on the completion date, the Purchaser must pay to the Vendor on completion interest on the balance of purchase price at the rate of 10% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion
- (b) In the event a Notice to Complete is served on the Purchaser by the Vendor, the Purchaser will pay an additional amount of \$440 (GST inclusive) on completion to the Vendor to cover the Vendor's additional legal costs caused by the delay. This is an essential term of the contract and the Vendor shall not be obliged to complete the transaction unless the interest and this cost referred to herein are paid.

39 If for any reason other than the Vendor's default settlement does not take place at the scheduled date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$220 (GST inclusive) on settlement, to cover the Vendor's additional legal fee and expenses incurred as a consequence of the delay.

40 Each party agrees that if on completion and apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

41 The parties agree that the deposit payable under this Contract is an amount equal to 10% of the purchase price (the Deposit). In the event the Vendor agrees to accept deposit less than 10% of the purchase price, payment of the Deposit will need to be completed in the following manners:

- (a) 5% on the signing of this Contract payable to the Depositholder; and
- (b) 5% on completion or termination of this Contract pursuant to clause 9 (whichever in fact occurs).

Payment of the Deposit as provided above is without prejudice and without limit to the Vendor's rights to claim damages from the Purchaser as and where appropriate.

Our Ref: JS:KW:240712
Your Ref:

To: **Netstrata**
F: 1300 644 402
E: admin@netstrata.com.au

AUTHORITY TO INSPECT STRATA RECORDS

Imahashi Proposed Sale
Property: 6/473-477 Burwood Road, Belmore NSW 2192

We confirm that we act on behalf of Rina Imahashi, the owner, in the sale of the abovementioned property.

We hereby authorise you to allow the prospective Purchaser or its appointed agent to inspect the books and records and prepare a Strata Report for the said property.

Signed



for Conveyancing Now NSW
on behalf of **Rina Imahashi**

REQUISITIONS ON TITLE

REQUISITIONS

1	In these requisitions PROPERTY means land together with improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes common property (if any).	NOTED
2	Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?	NO
3	Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?	NO
4	Is the Vendor aware of any unsatisfied judgements orders or writs of execution which may affect the property or bind the Vendor?	NO
5	Has an order been made or has the Vendor received notice of an application for an order under any relevant family legislation which would impact on this sale?	NO
6	Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?	NO
7	The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property.	NOTED
8	Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?	NO
9	Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?	NO
10	Is the Vendor aware of a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?	NO
11	Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?	NO
12	Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract?	NO
13	Are there any restrictions on the use of, or development of the property by reason of the likelihood of land, slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	VENDOR RELIES ON CONTRACT

REQUISITIONS

14	Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?	NO
15	Is there a requirement under the Home Building Act 1989 for the Vendor to provide a Certificate of Insurance which is not annexed to the contract?	NO
16	Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?	NO
17	Is the Vendor aware of any of the following which have not been disclosed to the Purchaser:	
(a)	Any easement, licence or other entitlement which benefits or affects the land?	NO
(b)	Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property?	NO
(c)	Any notice of resumption or intended resumption?	NO
(d)	Any proposal to re-align or widen any road which is adjacent to the property?	NO
(e)	Any proposal by any public or statutory authority?	NO
(f)	Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property?	NO
(g)	Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser?	NO
(h)	Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?	NO
18	<u>If the property is sold subject to tenancy</u> , is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser?	YES
19	Is the Vendor aware of any amendments of any current proposal for the amendment of the by-laws which are not disclosed in the contract?	NO
20	Is the Vendor aware of any breach by the Vendor or any occupier of the lot being sold of the current by-laws?	NO
21	Is the Vendor aware of any action taken or proposals regarding:	
(a)	The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?	NO
(b)	The transfer, lease or dedication of common property or of additional common property?	NO

REQUISITIONS

(c)	The vesting in a proprietor of the exclusive use of part of the common property?	NO
(d)	The creation or release of any easement or restriction as to user?	NO
(e)	Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?	NO
22	Is the Vendor aware of work carried out or proposed to be carried out by the Owners Corporation on or in relation to the common property or the lot being sold?	NO
23	Is the Vendor aware of any notice served by a public authority or by the local council requiring the proprietor of any lot (including the Vendor) to carry out work on or in relation to that lot?	NO
24	Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?	NO
25	Is the Vendor aware of any current or proposed claim by the Owners Corporation or by the Vendor under any insurance policy covering the common property or any lot?	PURCHASER SHOULD RELY ON OWN ENQUIRIES
26	Is any amount payable by the Vendor to the Owners Corporation in respect of any right of exclusive use or enjoyment of any part of the common property?	NO
27	Is the Vendor aware of:	
(a)	any actual, contingent or expected liability of the Owners Corporation which, when aggregated or apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one half of one per centum of the price of the lot sold by the Vendor but excluding from that calculation any such liabilities which are: <ul style="list-style-type: none"> (1) fully covered by a contribution levied prior to the date of the contract; or (2) normal operating expenses and are or could properly be made the subject of a contribution to the Administration Fund? 	NO
(b)	any defects (whether patent or latent) in the common property which may involve the Owners Corporation in the expenditure of money for repair in replacement (other than for normal wear and tear) which expenditure, when apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof would exceed one half of one per centum of the price of the lot being sold by the Vendor?	NO
28	Please furnish full particulars of all current insurance policies held by the Owners Corporation in respect of the building erected on the parcel and the property or liability of the Owners Corporation.	TO BE PROVIDED IN S184 CERTIFICATE UPON EXCHANGE



FOLIO: 6/SP96472

SEARCH DATE	TIME	EDITION NO	DATE
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7/2/2024	5:09 PM	4	28/10/2020

LAND

LOT 6 IN STRATA PLAN 96472
AT BELMORE
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

RINA IMAHASHI (CN AQ484659)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96472
2 AP73479 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP96472

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/2/2024	5:10 PM	9	27/9/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96472
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BELMORE
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96472

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96472

ADDRESS FOR SERVICE OF DOCUMENTS:

NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A269712 RIGHT OF WAY APPURTENANT TO THE PART(S) SHOWN SO
BENEFITED IN THE TITLE DIAGRAM
- 3 AM685227 RESTRICTION(S) ON THE USE OF LAND
- 4 AM685227 POSITIVE COVENANT
- 5 AP235081 INITIAL PERIOD EXPIRED
- 6 AT310792 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 96472

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 358	2	- 306	3	- 363	4	- 306
5	- 306	6	- 306	7	- 309	8	- 363
9	- 312	10	- 368	11	- 312	12	- 312
13	- 312	14	- 315	15	- 377	16	- 374
17	- 318	18	- 320	19	- 363	20	- 366
21	- 374	22	- 323	23	- 368	24	- 374
25	- 383	26	- 380	27	- 396	28	- 312
29	- 424						

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP96472

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

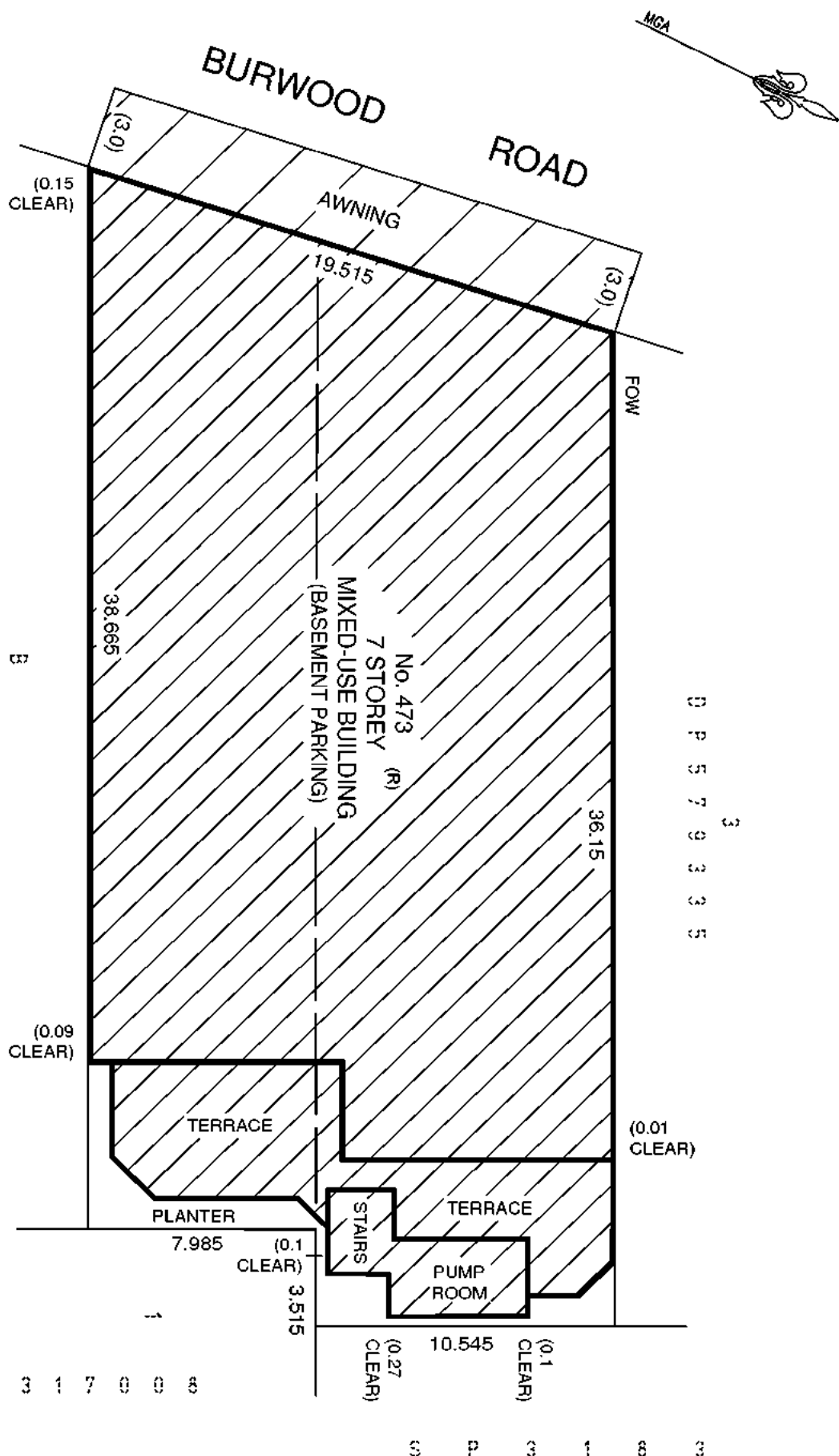
*** END OF SEARCH ***

240712

PRINTED ON 7/2/2024

* 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.

LOCATION PLAN



(R) BENEFITED BY RIGHT OF WAY - A269712
 FOW DENOTES FACE OF WALL ON BOUNDARY

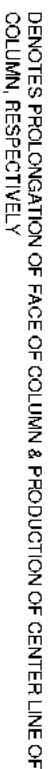
Surveyor: JOHN WALTON
 Surveyor's Ref: 2590-15SP
 Subdivision No: 288/2017
 Lengths are in metres Reduction Ratio 1 : 150



Registered
 31.10.2017

SP96472

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

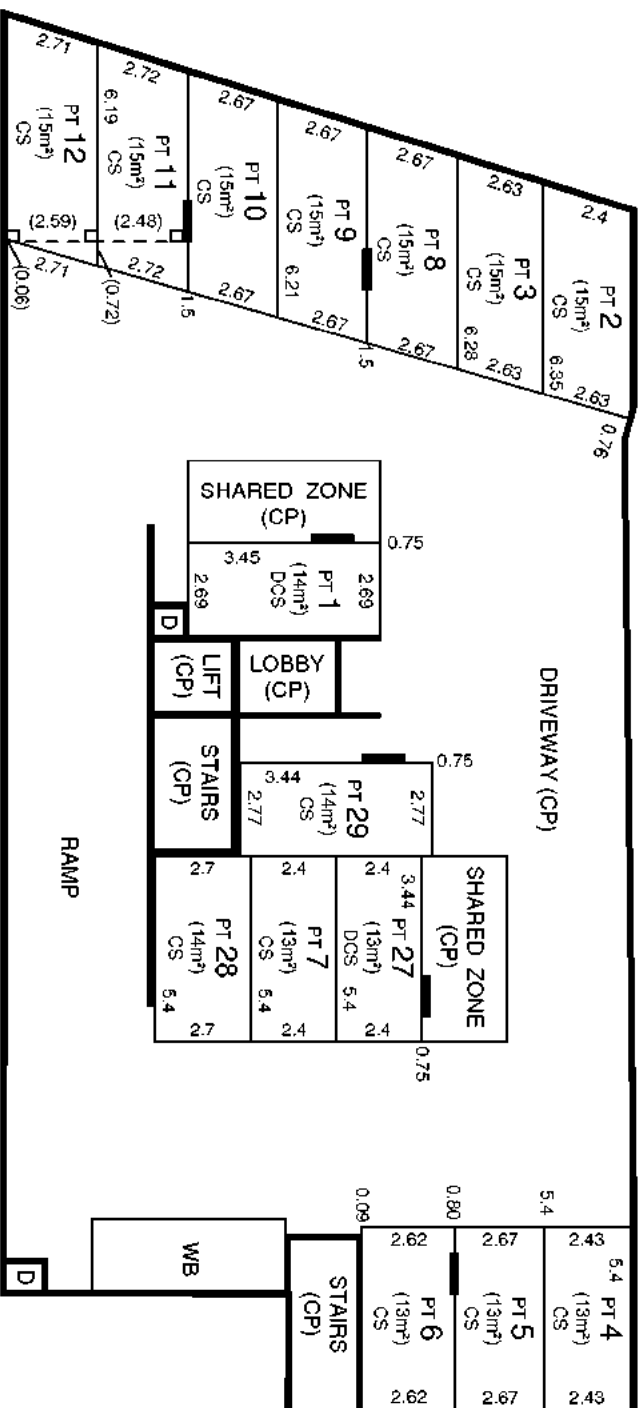


DCS DENOTES DISABLED CAR SPACE

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SP96472

UPPER BASEMENT



T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

D DENOTES DUCT (CP)

CP DENOTES COMMON PROPERTY

CS DENOTES CAR SPACE

WB DENOTES WAITING BAY (CP)

DCS DENOTES DISABLED CAR SPACE

ALL WATER PROOFING FORMS PART OF THE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: JOHN WALTON

Survivor's Ref: 2590-15SP

Subdivision No: 288/2017

Lengths are in metres Reduction Ratio 1 : 1.50

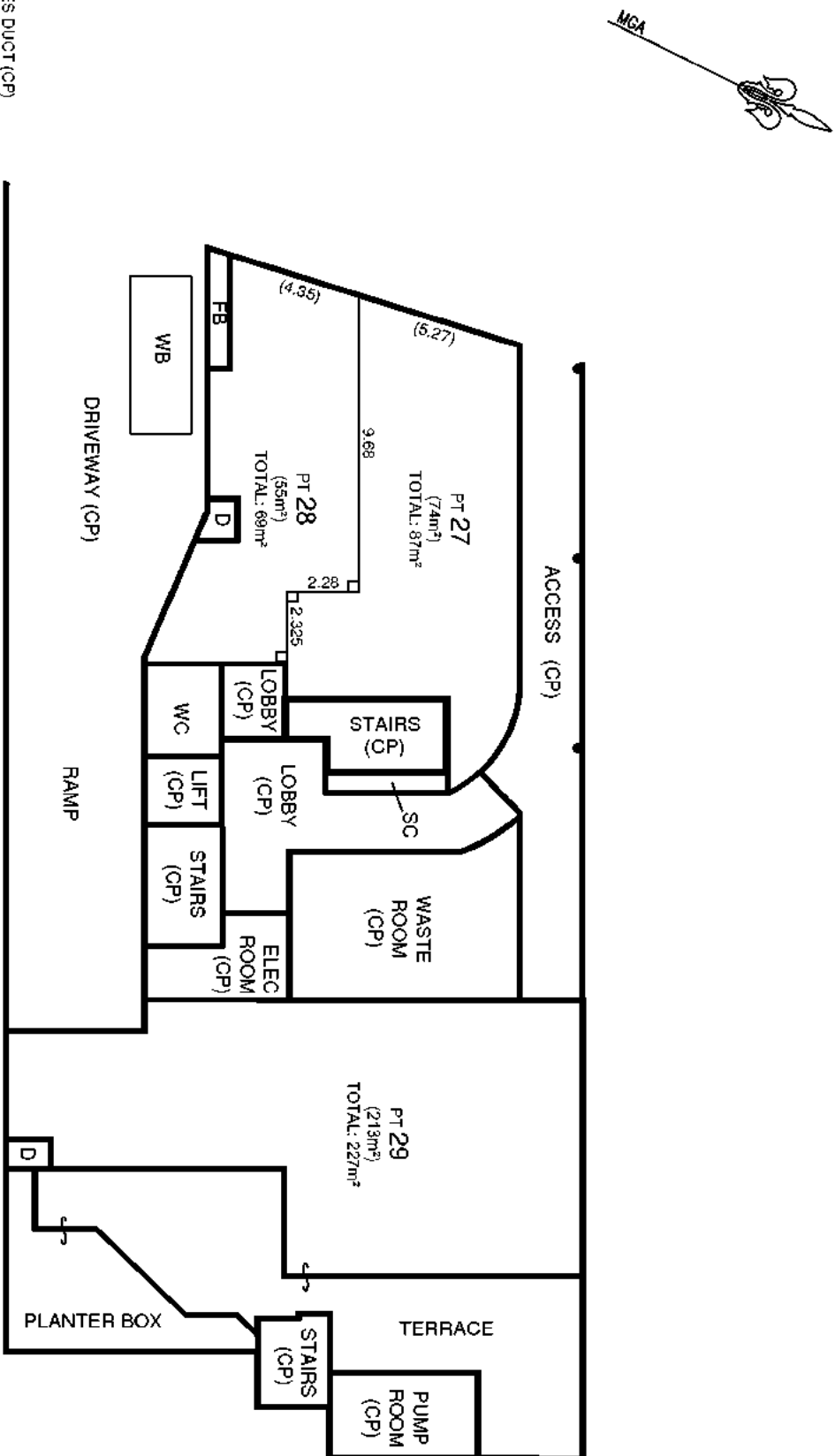


Registered

31.10.2017

SP96472

GROUND



- D DENOTES DUCT (CP)
 CP DENOTES COMMON PROPERTY
 FB DENOTES FIRE BOOSTER CLOSET (CP)
 SC DENOTES SERVICE CLOSET (CP)
 WB DENOTES WAITING BAY (CP)
 WC DENOTES WATER CLOSET (CP)
 D DENOTES RIGHT ANGLE

TERRACE & PLANTERBOX HAVE A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMITATION.

ALL WATER PROOFING FORMS PART OF THE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

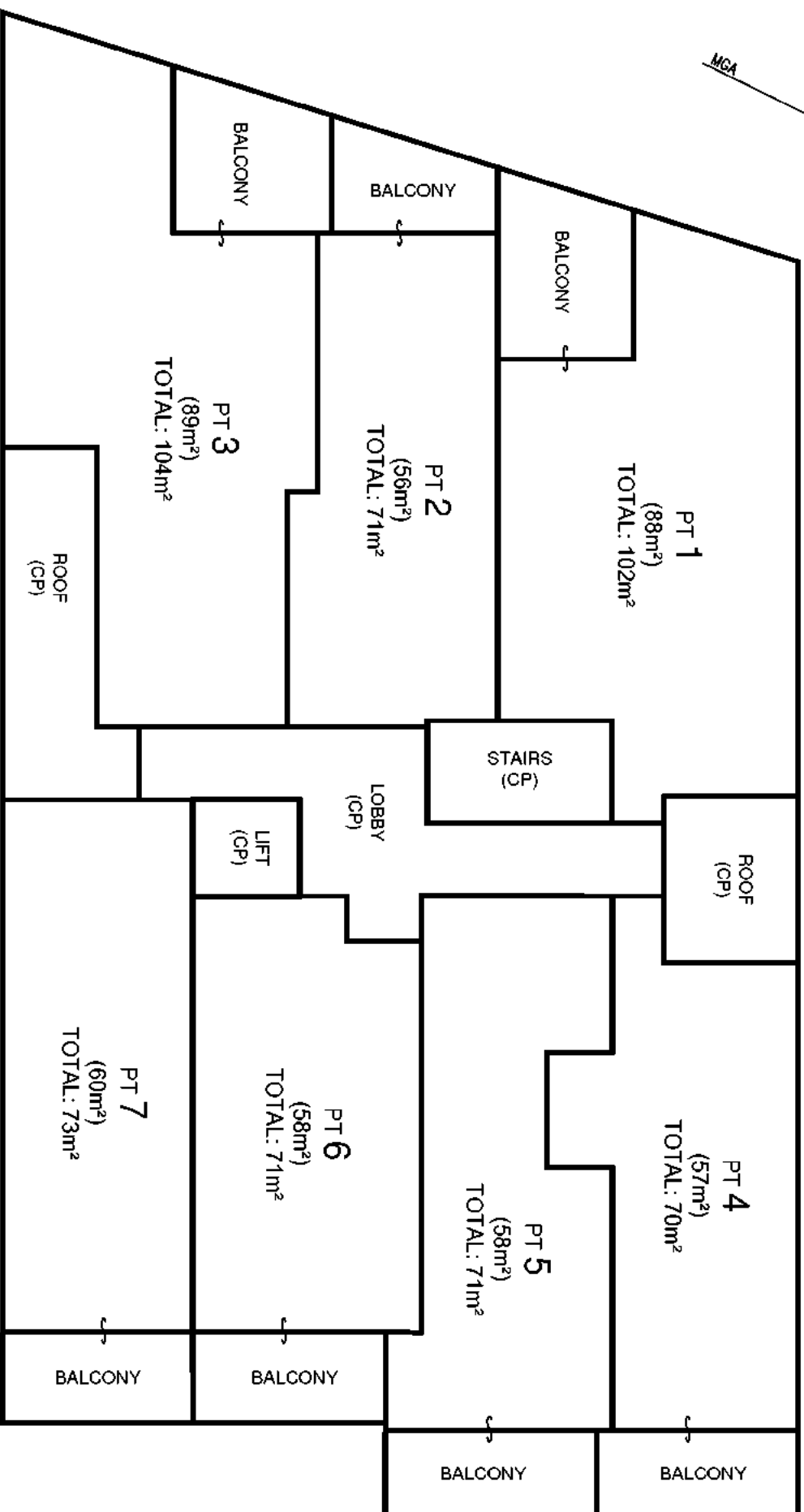
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Surveyor: JOHN WALTON
 Surveyor's Ref: 2590-15SP
 Subdivision No: 288/2017
 Lengths are in metres Reduction Ratio 1 : 150



31.10.2017

SP96472

LEVEL 1

CP DENOTES COMMON PROPERTY

BALCONYS HAVING A CONCRETE FLOOR AND ARE COVERED

ALL WATER PROOFING FORMS PART OF THE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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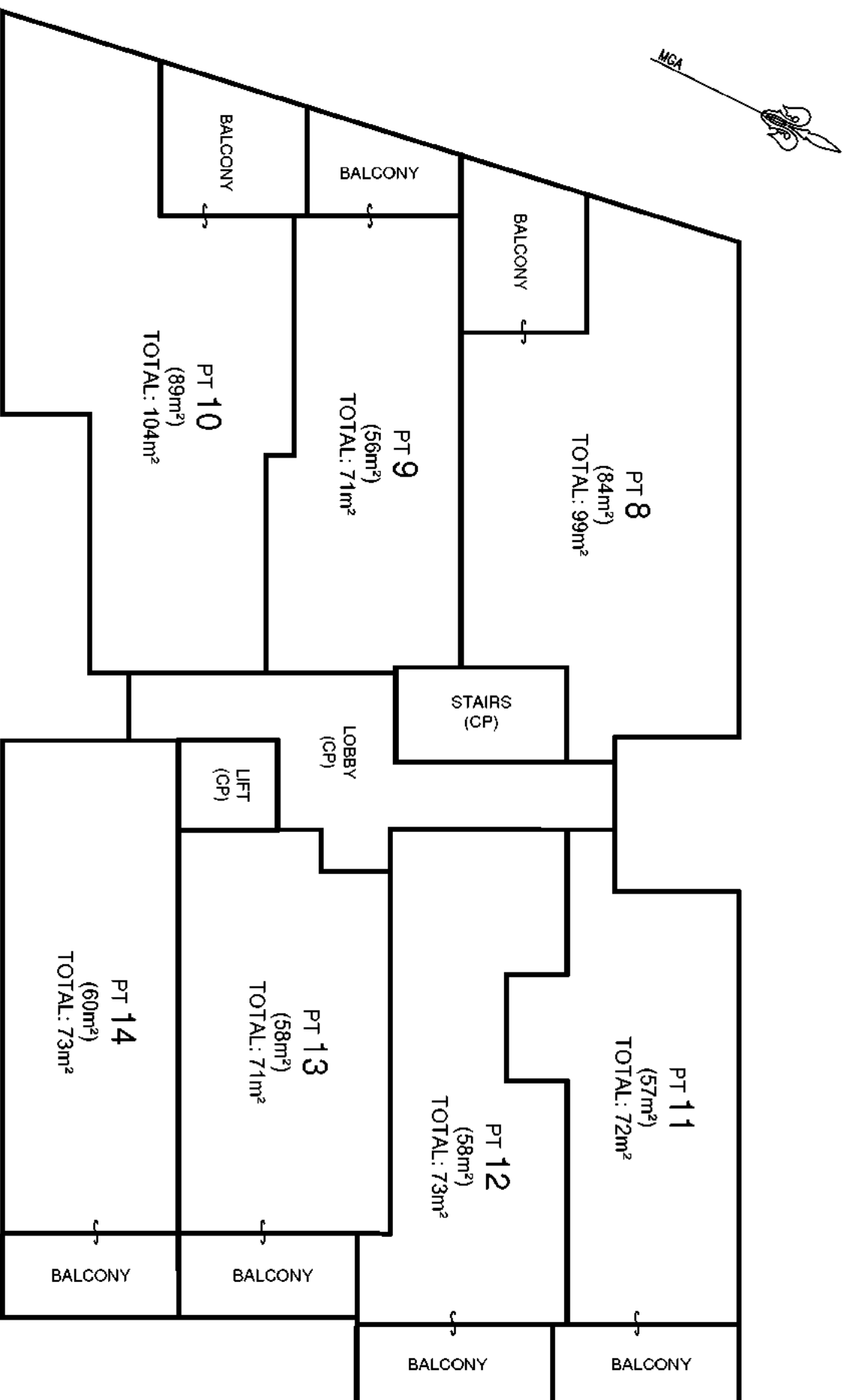
Surveyor: JOHN WALTON
 Surveyor's Ref: 2590-15SP
 Subdivision No: 288/2017
 Lengths are in metres Reduction Ratio 1 : 100

Registered



31.10.2017

SP96472

LEVEL 2

CP DENOTES COMMON PROPERTY

BALCONYS HAVING A CONCRETE FLOOR AND ARE COVERED

ALL WATER PROOFING FORMS PART OF THE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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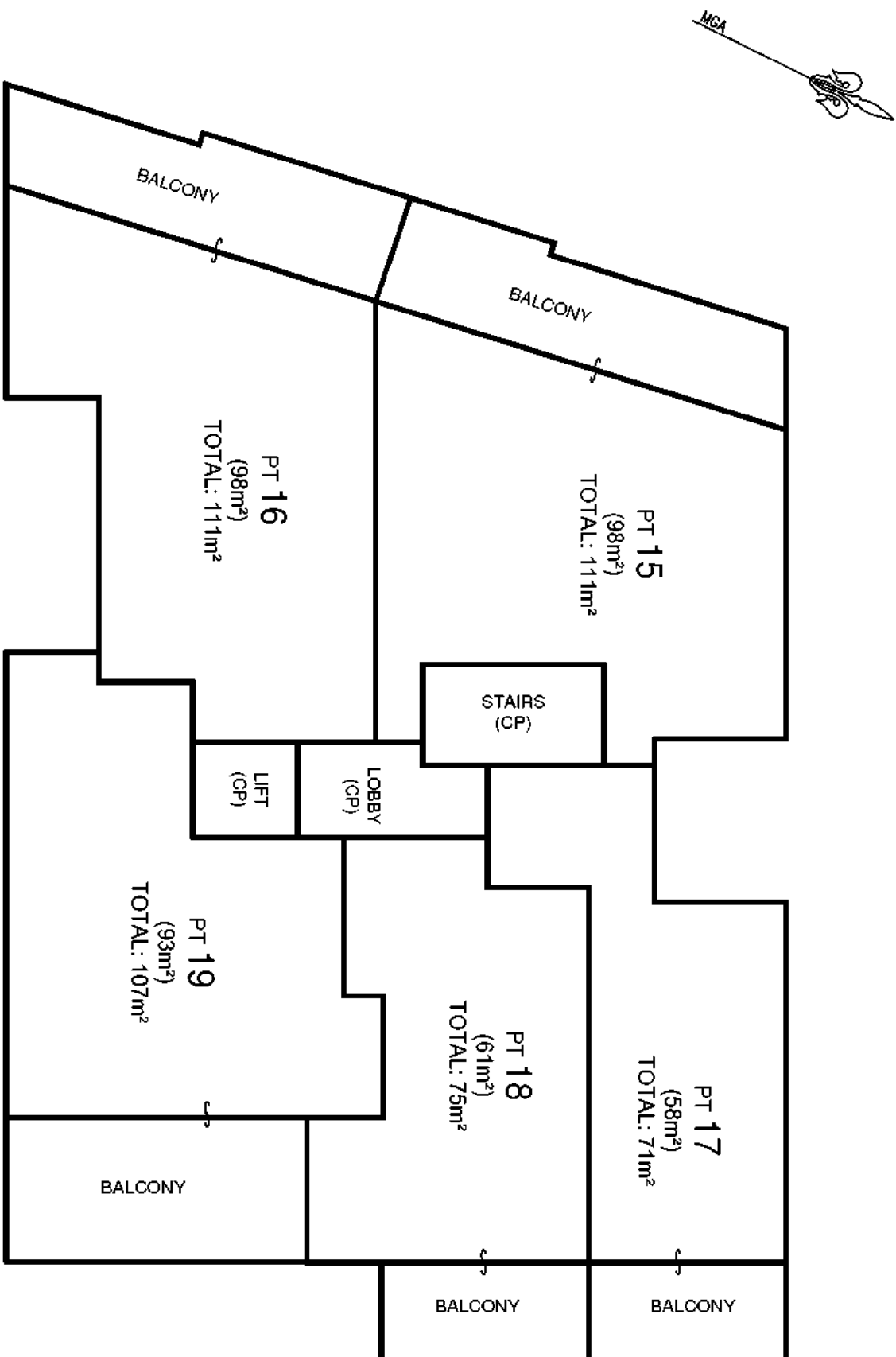
Surveyor: JOHN WALTON
 Surveyor's Ref: 2590-15SP
 Subdivision No: 288/2017
 Lengths are in metres Reduction Ratio 1 : 100

Registered



31.10.2017

SP96472

LEVEL 3

CP DENOTES COMMON PROPERTY

BALCONYS HAVING A CONCRETE FLOOR AND ARE COVERED

ALL WATER PROOFING FORMS PART OF THE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: JOHN WALTON

Surveyor's Ref: 2590-15SP

Subdivision No: 288/2017

Lengths are in metres Reduction Ratio 1 : 100

Registered



31.10.2017

SP96472

MGA



BALCONY

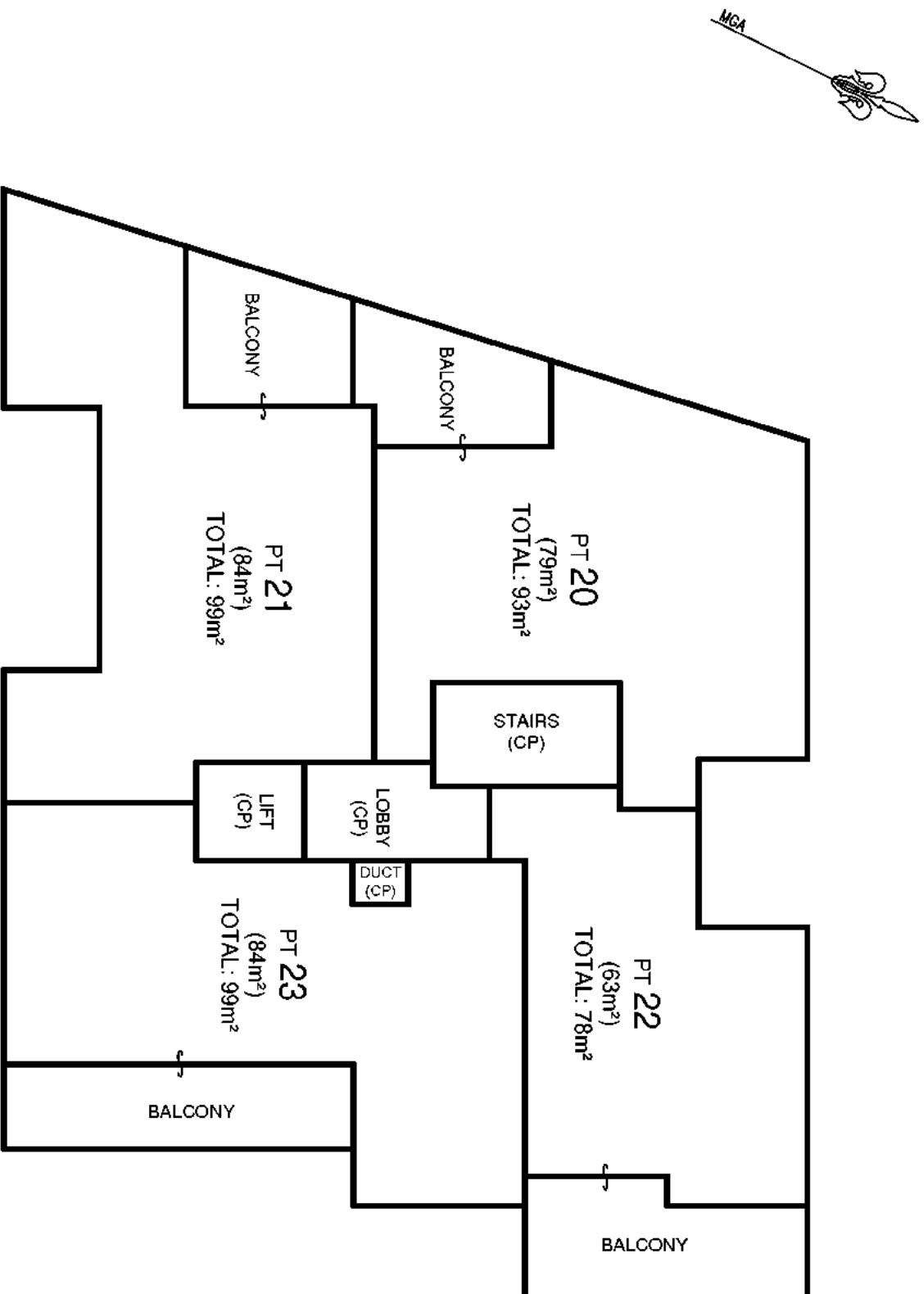
PT 15
(98m²)
TOTAL: 111m²STAIRS
(CP)LOBBY
(CP)LIFT
(CP)PT 16
(98m²)
TOTAL: 111m²PT 19
(93m²)
TOTAL: 107m²PT 18
(61m²)
TOTAL: 75m²PT 17
(58m²)
TOTAL: 71m²

BALCONY

BALCONY

BALCONY

LEVEL 4



CP DENOTES COMMON PROPERTY

BALCONYS HAVING A CONCRETE FLOOR AND ARE COVERED

ALL WATER PROOFING FORMS PART OF THE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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Surveyor: JOHN WALTON
Surveyor's Ref: 2590-15SP
Subdivision No: 288/2017
Lengths are in metres Reduction Ratio 1 : 100

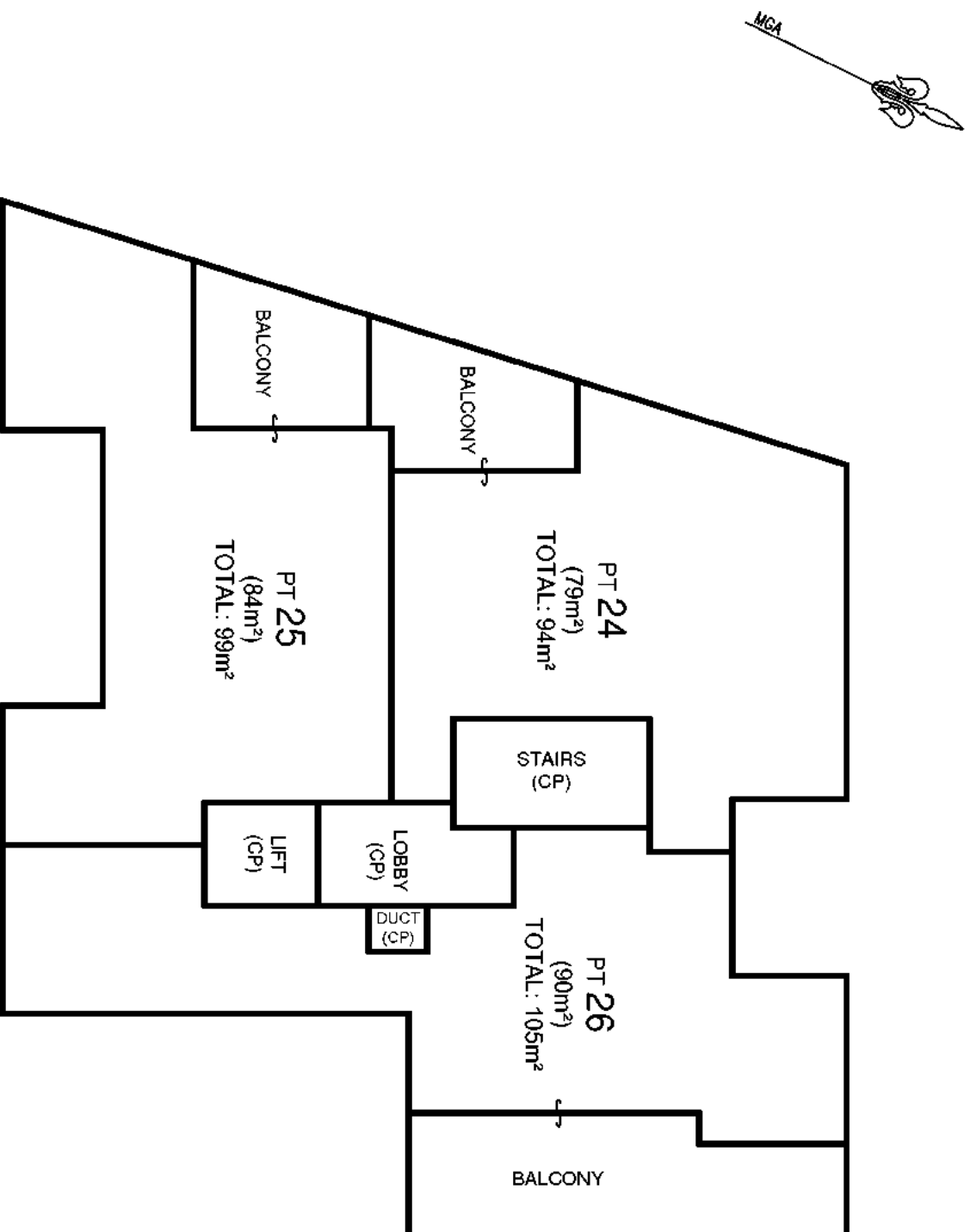
Registered



31.10.2017

SP96472

LEVEL 5



CP DENOTES COMMON PROPERTY

BALCONYS HAVING A CONCRETE FLOOR AND ARE COVERED

ALL WATER PROOFING FORMS PART OF THE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: JOHN WALTON

Surveyor's Ref: 2590-15SP

Subdivision No: 288/2017

Lengths are in metres Reduction Ratio 1 : 100

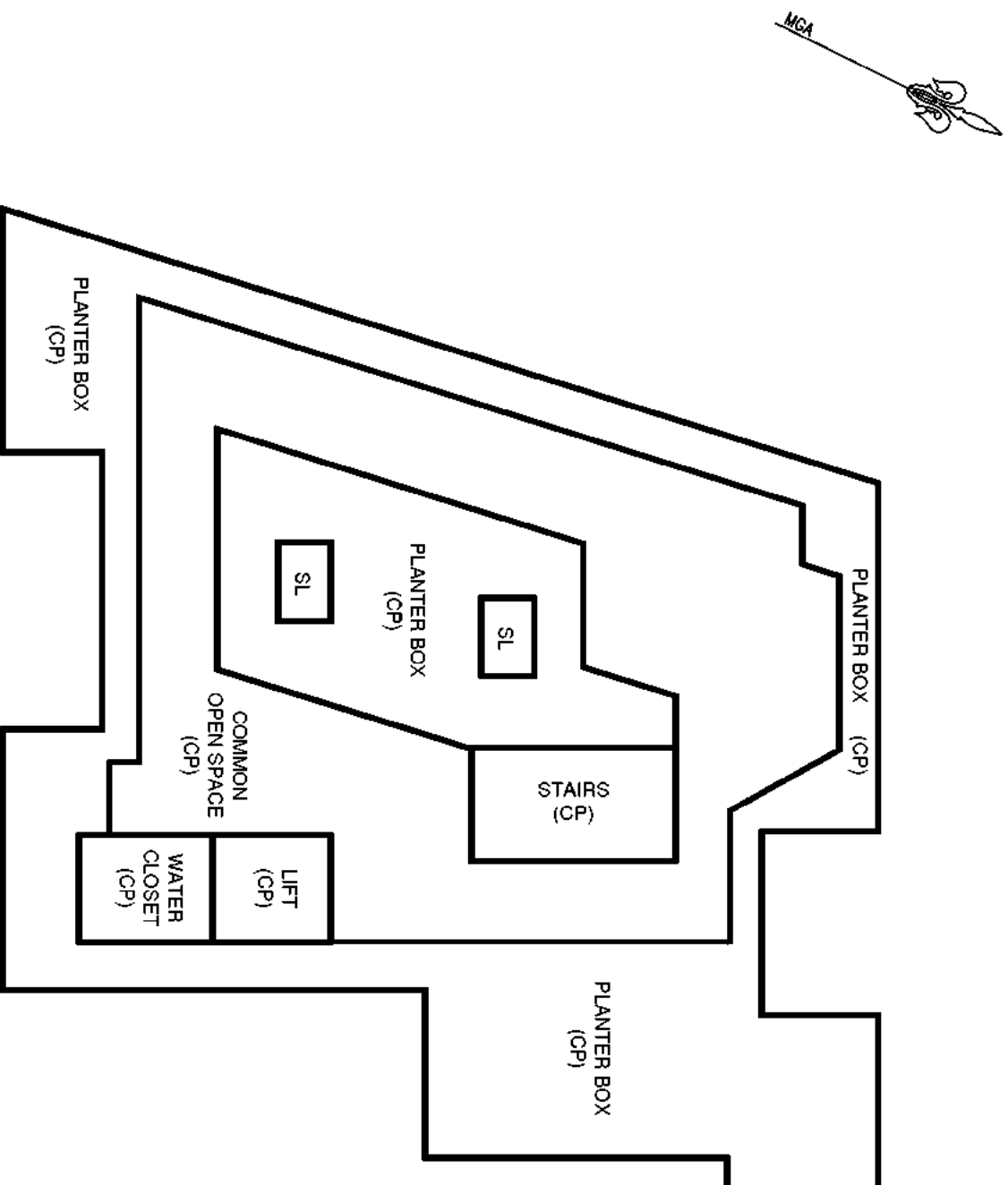
Registered



31.10.2017

SP96472

ROOF TERRACE



CP DENOTES COMMON PROPERTY


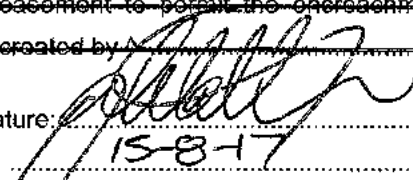
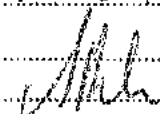
SL DENOTES SKYLIGHT (CP)

ALL WATER PROOFING FORMS PART OF THE COMMON PROPERTY


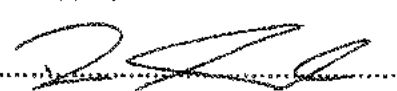

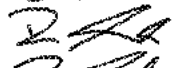
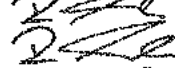


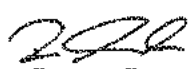

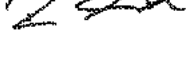
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015


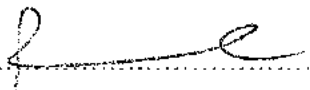
10	20	30	40	50	Table of mm					90	100	110	120	130	140	150
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Surveyor: JOHN WALTON Surveyor's Ref: 2590-15SP Subdivision No: 288/2017 Lengths are in metres Reduction Ratio 1 : 100	Registered 31.10.2017	SP96472
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only		Office Use Only	
Registered:  31.10.2017		SP96472	
PLAN OF SUBDIVISION OF: LOT 1 IN DP1235241		LGA: CANTERBURY-BANKSTOWN Locality: BELMORE Parish: ST GEORGE County: CUMBERLAND	
This is a *FREEHOLD/LEASEHOLD Strata Scheme			
Address for Service of Documents 473 BURWOOD ROAD, BELMORE NSW 2192 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The Strata by-laws lodged with the plan.	
Surveyor's Certificate I, JOHN WALTON , of DAW & WALTON PTY LTD , PO Box 3222, REDFERN NSW 2016 , survey@daw-walton.com.au being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place (a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by Signature:  Date: 15/8/17 Surveyor ID: 8430 Surveyor's Reference: 2590-15SP ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I, ANTHONY ALLEN , being an Accredited Certifier, accreditation number BP300004 , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: 288/2017 Relevant Planning Approval No.: CDC 2017/124 issued by: ANTHONY ALLEN (BP300004) Signature:  Date: 7/10/17 ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable			

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																																																																				
Office Use Only		Office Use Only																																																																				
Registered:  31.10.2017		SP96472																																																																				
VALUER'S CERTIFICATE																																																																						
I, <u>RAYMOND LAOUL ALI</u> being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> , certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i>																																																																						
Signature: <u></u> Date <u>26/6/17</u>																																																																						
PROPOSED SCHEDULE OF UNIT ENTITLEMENT																																																																						
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">Lot</th> <th style="width:20%;">Entitlement</th> <th style="width:10%;">Lot</th> <th style="width:20%;">Entitlement</th> </tr> </thead> <tbody> <tr><td>1</td><td>358</td><td>16</td><td>374</td></tr> <tr><td>2</td><td>306</td><td>17</td><td>318</td></tr> <tr><td>3</td><td>363</td><td>18</td><td>320</td></tr> <tr><td>4</td><td>306</td><td>19</td><td>363</td></tr> <tr><td>5</td><td>306</td><td>20</td><td>366</td></tr> <tr><td>6</td><td>309 306</td><td>21</td><td>374</td></tr> <tr><td>7</td><td>309 309</td><td>22</td><td>323</td></tr> <tr><td>8</td><td>312 363</td><td>23</td><td>368</td></tr> <tr><td>9</td><td>309 312</td><td>24</td><td>374</td></tr> <tr><td>10</td><td>312 368</td><td>25</td><td>363</td></tr> <tr><td>11</td><td>312</td><td>26</td><td>380</td></tr> <tr><td>12</td><td>312</td><td>27</td><td>396</td></tr> <tr><td>13</td><td>315 312</td><td>28</td><td>312</td></tr> <tr><td>14</td><td>377 315</td><td>29</td><td>424</td></tr> <tr><td>15</td><td>374 377</td><td></td><td></td></tr> <tr> <td colspan="2" style="text-align: center;">Aggregate</td> <td colspan="2" style="text-align: center;">10000</td> </tr> </tbody> </table>			Lot	Entitlement	Lot	Entitlement	1	358	16	374	2	306	17	318	3	363	18	320	4	306	19	363	5	306	20	366	6	309 306	21	374	7	309 309	22	323	8	312 363	23	368	9	309 312	24	374	10	312 368	25	363	11	312	26	380	12	312	27	396	13	315 312	28	312	14	377 315	29	424	15	374 377			Aggregate		10000	
Lot	Entitlement	Lot	Entitlement																																																																			
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<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <p></p> <p></p> <p></p> <p></p> <p></p> </div> <div style="width: 20%;"> <p></p> <p></p> <p></p> </div> </div>																																																																						
Surveyor's Reference: 2580-15SP																																																																						

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  31.10.2017	SP96472	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
<p>EXECUTED by BUILDWORX Pty Ltd (ACN: 168 138 663) In accordance with section 127 of the Corporations Act:</p> <p> Name... <u>JOHN CHIDIAC</u> Name..... Authority... <u>SOLE DIRECTOR / SECRETARY</u> Authority.....</p>		
Surveyor's Reference: 2590-15SP		

Surveyor's Reference: 2590-15SP

1-4-2

A269712

REAL PROPERTY ACT, 1900.)



Name, residence,
occupation, or other
designation, in full,
of transferor.

A 269712

being registered as the proprietor of ^{an} Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of ^{the sum of} Five hundred and thirty pounds paid by Sigismund Holfson of Sydney, Commercial Bank to us the said Charles Alexander Miller and Charlotte Robinia Miller and in consideration of Four pounds paid by the said Charles Alexander Miller and Charlotte Robinia Miller to the said Edward Horridge Shaw.

being registered as the proprietors of ^{the said} ~~an~~ Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of ^{the sum of} ~~a~~ ^{Twenty hundred and thirty} ~~one~~ ^{pounds} paid by ^{Sigismund H. Wolfson of Sydney, Commercial Broker} ~~to us the said Charles Alexander Miller and Charlotte~~ ^{Rosina Miller and in consideration of} ~~one~~ ^{one} ~~pound~~ ^{pounds} paid by the said Charles Alexander Miller and Charlotte Maria Miller to the said Edward Horridge Shaw.

The receipt whereof we hereby acknowledged. We the said Charles Alexander Miller and Charlotte Robinia Miller as to the land firstly described and of the said Edward Forrester Shaw as to the land secondly described at the request of and by the direction of the said Charles Alexander Miller and Charlotte Robinia Miller do hereby transfer to the said Benjamin Woodflow.

do hereby transfer to the said *Augustmund Hoffmann.*

ALL the Estate and Interest, as such registered proprietors in ALL THAT piece of land containing

situate in the Municipal District of Canterbury, Parish of St George,
And County of Cumberland.

being part of the land comprised in *Barfiscide of Isle*

being¹ *part* of the land comprised in *Certificate of* *1425* *22*

dated 30th May 1906. registered volume No. 1693. folio 228p

and being the land marked B, on the plan of Grey Bellam Nelson Island
the value is the piece of land as follows: --

ended herewith, to gether with a light of way not that piece of
Master R, on the old plan.

Land Secondly described.

Subscribed in the Municipal Court of

Bartholomew, Part of S. George, and County of Cumberland
 being Part of the land Comprised in Warrants of 1764

Dated 17th January 1905 registered Volume 99. 1562 Folio. 124.
 21. 2. 15. Col. 1st Quarter "C" on the said Plan.

And being the said 4th day of June 1948, the said

[Rule up all blanks before signing.] 955203

The form when filled in should be read up so that no alterations are possible. No alteration should be made by erasures. The number of the field should be written with the pen, and those substituted written over them, the alteration being indicated by a circle or by dots in the margin, or noted in the attestation.

It is certified by a Notary Public or Notary in the County of San Diego State of California in the attestation.

[Notary Signature]

PLAN RECEIVED IN
PLAN ROOM AS F.P.
955203

The form when filled in should be read up so that no alterations are possible. No alteration should be made by erasure. The words in the field should be signed through with the pen, and those substituted written over them, the alteration being marked by a signature or initials in the margin, or noted in the attestation.

1548

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

See note "A," page 1.
A very short note of
the particulars will
 suffice.

[Rule up all blanks before signing.]

If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferor is
known, no further
authentication is
required. Otherwise
the attesting witness
must appear before
one of the above
functionaries to make
a declaration in the
unrevised form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferor or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

Repeat attestation for
additional parties if
required.

In witness whereof, I have hereunto subscribed my name, at
the Reservoir day of September in the year
of our Lord one thousand nine hundred and Sixteen.

Signed in my presence by the said

Charles Alexander Miller

WHO IS PERSONALLY KNOWN TO ME

W. C. Russell

Signed in my presence by the said

Charlotte Amelia Miller

who is personally known to me

W. C. Russell

Charles A. Miller

Transferor.

C. A. Miller

Signed in my presence by the said

Edmund Horridge Shaw

who is personally known to me

Walter H. Russell
W. C. Russell
W. C. Russell

E. Shaw

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

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

For the signature of the Transferee, the Transferee must sign the instrument in the presence of the Registrar-General, or a Deputy Registrar-General, or a Notary Public, J.P., or Commissioner for Affidavits. It is, however, always desirable to afford a due for debiting, and for this reason it is essential that the signature should, if possible, be attested.

Signed in my presence by the said

Edward Langer
WHO IS PERSONALLY KNOWN TO ME
W. R. R. R.

W. R. R. R.
Transferee.

(The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "a" in margin.)

N.B. Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £20, also to be damaged recoverable by parties injured.

The English, Scottish and Australian Bank Limited being the Mortgagee, have the hereinbefore Charles Alexander Miller and Charlotte Cecilia Miller under Mortgage No. 44, 210 779, do hereby release and disclaim the said Mortgage so far as it concerns the within mentioned Land first described, but not further or otherwise.

Dated at Sydney this 10th day of September 1916.

Witness

W. R. R. R.

The English, Scottish and Australian Bank Limited
by its Attorney
W. R. R. R.
Attorneys.

The English, Scottish and Australian Bank Limited
by its Attorney
W. R. R. R.

James Ferguson of King's Cross, Sydney being the Mortgagee from the within named Release Mortgage No. 44, 210 779, do hereby release and disclaim the said Mortgage so far as it concerns the within mentioned Land first described, but not further or otherwise.
Dated at Sydney this 10th day of September 1916.

Witness

James Ferguson

W. R. R. R.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

- 1 May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.
- 2 Not required if the instrument itself be made or acknowledged before one of these parties.
- 3 Name of witness and residence.
- 4 Name of Transferee.
- 5 Name of Transferee.

Memorandum of Transfer of

Lodged by

(Name) *Sp. Wall & Son*
(Address) *Station 9 "O'Connell's" New York*
Sp. Wall & Son

Transferrons

Transferred.

Folio 124 and Vol 1695. Fol ~~247~~ 228 467

the 3rd day of October, 1914,
at 10 minutes o'clock
in the fore noon.



NOV 2 P.M.	NOV 3 A.M.
SENT TO CHIEF ENGINEER	18.9.16
RECEIVED FROM ENGINEER	25.9.16
DRAFT WRITTEN	25.9.16
DRAFT EXAMINED	25.9.16
DRAFT CORRECTED	25.9.16
DRAFT EXAMINED	25.9.16
DRAFT FINAL	25.9.16
RETD. TO ASSISTANT	25.9.16
RETURNED FROM ENGINEER	25.9.16
CERTIFICATE OF CORRECTION	25.9.16
SUPT. OF ENGINEERING	25.9.16
DEP. REGISTRAR GENERAL	25.9.16
2716	225

[illegible]

REF ID: A62178

Form: 13RPA
Licence: 01-05-079
Licensee: LEAP Legal Software Pty
Limited
Firm name: Sanford Legal

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



AM685227T

New South Wales
Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE**

A/345181 & ~~D/955203~~ AC 4369-120
WHOLE of

(B) **LODGED BY**

Document
Collection
Box

IW

Name, Address or DX, Telephone, and Customer Account Number if any
Sanford Legal DX 8501 BURWOOD Tel: 02 9747 5244

Reference: AC:JC:155903

CODE

RV

(C) **REGISTERED PROPRIETOR**

Of the above land
BUILDWORX PTY LTD (A.C.N: 168 138 663)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest

Number of Instrument

Name

MORTGAGE

AK747407

WESTPAC BANKING CORPORATION

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
CANTERBURY - BANKSTOWN COUNCIL

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

DATE

- (G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence. **UNDER S.377 LOCAL GOVERNMENT ACT 1993**

Signature of witness:

Stephen R. Kuntz

Signature of authorised officer:

Jim Woodward

Name of witness:

STEPHEN ROBERT KUNTZ

Name of authorised officer:

Jim Woodward

Address of witness:

CANTERBURY - BANKSTOWN COUNCIL

Position of authorised officer:

Manager

- (G) Execution by Registered Proprietor **66-72 Rickard Road**

Certified correct for the purposes of the Real Property Act 1900

Bankstown NSW

and executed on behalf of the company named below by the

2200

authorised person(s) whose signature(s) appears(s) below

Company: **BUILDWORX PTY LTD (A.C.N: 168 138 663)**

Authority: section 127 of the Corporations Act 2001

Development

66-72 Rickard Road

Bankstown NSW 2200

Canterbury - Bankstown

Council.

pursuant to section 377

of the Local Government

Act 1993

Signature of authorised person:

John Chidiac

Signature of authorised person:

Jim Woodward

Name of authorised person: John Chidiac

Office held: Sole Director/Secretary

Name of authorised person:

Office held: Director

- (H) The N.A. under N.A. No. N.A., agrees to be bound by this restriction.

I certify that the above N.A. who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Signature of N.A.:

Name of witness:

"SEE PAGE 4"

Address of witness:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 1 of 4

cc Prod by
322A 29/8/17 for RV

Jim Woodward

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS AS TO USER OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88E OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan:

Clerk's Certificate No.

Subdivision covered by Council

Full name and address
of proprietors of the land

BUILDWORX PTY LTD
(A.C.N: 168 138 663)
LEVEL 2, 5 BELMORE STREET
BURWOOD NSW 2134

PART 1

Identity of Restriction As To User ~~firstly referred to in the above mentioned plan.~~

Schedule of Lots Affected

Lot/s Burdened

Lot/s, name of Authority Benefited

Lot A/345181 &

Canterbury – Bankstown Council

~~Lot B/955203~~ AC 4369-120

Identity of Positive Covenant, Easement secondly referred to in
the above mentioned plan.

Schedule of Lots Affected

Lot/s Burdened

Lot/s, name of Authority Benefited

Lot A/345181 &

Canterbury – Bankstown Council

~~Lot B/955203~~
AC 4369-120

I HAVE AUTHORITY TO AMEND DEALING
JOHN WALTON

us GFW

PART 2

1. Terms of Restriction on Use ~~firstly referred to in the above mentioned plan.~~

The standard terms of the **Restriction On The Use Of Land** under Section 88E shall benefit Canterbury – Bankstown Council (the Council") or under Section 88E shall nominate the Council the prescribed Authority and shall read as follows: The Proprietor of the burdened lot(s) shall not:

- (a) Erect, construct or place any building or other structure.
- (b) Make alteration to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system. (which expression shall include; all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, pumps, basins and surfaces designed to temporarily drain stormwater) (hereinafter called "the system").

Within the land so burdened, without the prior written consent of the Council.

2. Terms of Public Positive covenant ~~(firstly, secondly, thirdly, fourthly) referred to in the above mentioned plan.~~

The standard terms of the **Positive Covenant** under Section 88E shall benefit the Council or under Section 88E shall nominate the Council the prescribed Authority and shall read as follows:

1. The proprietors of the lots burdened will in respect to the system described in the restriction on use referred to in this instrument:
 - a. permit stormwater runoff to be temporarily detained by the system;
 - b. keep the system clean and free from all silt, rubbish and debris;
 - c. maintain and repair the system so that it functions in a safe and efficient manner;
 - d. replace, maintain, repair, alter, and renew the whole or parts of the system within the time and in the manner specified in a written notice issued by the Council;
 - e. carry out the matters referred to in paragraphs (b), (c) and (d) above at the proprietor's expense;
 - f. not make any alterations to the system or elements thereof without prior consent in writing of the Council;
 - g. permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of the covenants set forth herein.
2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause (i) above, the Council or its authorised agents may enter with all necessary equipment and carry out any work required by

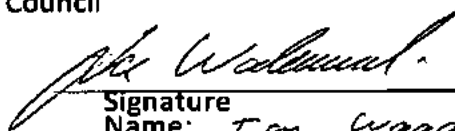
such notice to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of carrying out such work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and enter a covenant charge on the lot burdened under section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take responsible precautions to ensure that the land is disturbed as little as possible.

3. Comply with the terms of any written notice issued by Council in respect to the requirements of the covenants set forth herein, within the time stated in the notice.


In these covenants "Council" means Canterbury – Bankstown Council or its successor.

Name of person or authority whose consent is required to release, vary or modify the Restriction as to User and Positive Covenant referred to in the above mentioned plan.

The Council of the Canterbury – Bankstown Council

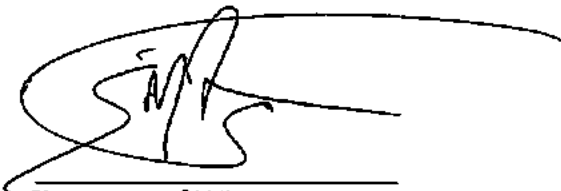

Signature
Name: Ian Woodward
Address: Canterbury - Bankstown
City Council.
66-72 Rickard Road
Bankstown NSW 2200

Signed in my presence by the said

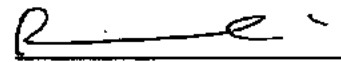

Signature of Witness
Name of witness: STEPHEN ROBERT KUNTZ
Address of Witness: CANTERBURY-BANKSTOWN COUNCIL
66-72 Rickard Road Bankstown
NSW 2200

Buildworx Pty Ltd (A.C.N: 168 138 663)
John Chidiac as sole director/secretary
Signed pursuant to section 127 of
the Corporations Act 2001 (Cth)

Signed in my presence by the said





Signature of Witness
Name of witness:
Address of Witness:
Simon Joseph Ferris
Level 2, 5 Belmore Street
Burwood NSW 2134
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (NSW).


John Chidiac.

Westpac Banking Corporation
under Mortgage # A2747401
agrees to be bound by
this restriction.

**SIGNED on behalf of
WESTPAC BANKING CORPORATION**
by its attorney(s), under power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney,
in the presence of:


Attorney Signature
Name and Title of Attorney (print)

Witness Signature
Name and Address of Witness (print)

Kim Fechner
Tier 3 Attorney

Level 5, 2-14 Meredith Street
BANKSTOWN NSW 2200

page 4 of 4 Sahar Kanan

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AP235081J

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

(A) **TORRENS TITLE**

For the common property

CP/SP 96472

(B) **LODGED BY**

Document Collection Box 573X	Name, Address or DX, Telephone, and Customer Account Number if any	CODE CH
	Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1481	
	Reference: 96472	

- (C) The Owners-Strata Plan No. 96472 certify that a special resolution was passed on 29/1/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. SPECIAL BY-LAW 1,2,3,4,5
- Amended by-law No. NOT APPLICABLE
- as fully set out below:

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 96472 was affixed on 18/4/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Anita Dalag

Authority: Netstrata-Managing Agent

Signature: _____

Name: _____

Authority: _____





Annexure A

By-Laws

Qul

Strata Plan 96472

473-477 BURWOOD ROAD BELMORE

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 31/10/2017

1 Noise

(a) An owner or occupier of a lot must not create any noise on a lot or the common property that by reason of its level, nature, character or quality, or the time at which it is made or the location at which it is made, or any other circumstances, is likely to be offensive or to interfere with the peaceful enjoyment or repose of an owner or occupier of another lot or of any person lawfully using common property.

2 Parking

- (a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.
- (b) Except without the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a duly registered vehicle as defined in the Road Transport (Vehicle Registration) Act 1997 or associated legislation as amended.
- (c) An owner or occupier must not park any vehicle in the common property loading dock for any other reason except for the purposes of moving in and out of the building, or taking a delivery.

3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

- (a) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation;
- damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - Use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property

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

- (b) This by-law does not prevent an owner or person authorised by an owner from installing;
- Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - Any screen or device to prevent entry of animals or insects on the lot, or
 - Any structure or device to prevent harm to children, or
 - Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(c) 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

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By-Laws

Strata Plan 96472 473-477 BURWOOD ROAD BELMORE

building.

(d) Despite Section 62 of the Strata Management Act 1996, the owner of a lot must;

- i. Maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub-clause 5(c) that forms part of the common property and that services the lot, and
- ii. Repair any damage cause to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 59(c) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

(a) 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

(a) An owner or occupier 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 remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of Invitees

(a) 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

- (a) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
- (b) An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

10 Drying of Laundry Items

(a) An owner or occupier of a lot must not, except with the prior written approval 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 the street frontage other than on any lines provided by the Owners Corporation for that purpose and there only for a reasonable period.

11 Cleaning Windows and Doors

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Strata Plan 96472

473-477 BURWOOD ROAD BELMORE

- (a) An owner or occupier of a lot must keep clean all exterior surfaces of glass or aluminium in windows, louvers and doors on the boundary of the lot, including so much as is common property, unless;
- The Owners Corporation resolves that it will keep the glass/aluminium or specified part of the glass/aluminium clean, or
 - That glass/aluminium or part of the glass/aluminium cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of Flammable Liquids and Other Substances and Materials

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

- (a) An owner or occupier of a lot must not transport any furniture or large objects through or on common property within the building unless sufficient notice has first been given to the Owners Corporation.
- (b) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (c) An owner or occupier of a Lot shall not transport any such items as referred to in 13(a) in the lift other than in a manner determined by the Owners Corporation and only if the lift and common property is left in a clean and tidy state after the transportation of such items has occurred.
- (d) An owner or occupier of a lot shall only transport any furniture, large object or articles between the hours determined by the Owners Corporation from time to time including the designated use of a lift as determined so as to minimise damage to common property and disruption to any other owner or occupant.

14 Floor Coverings

- (a) 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 any degradation of acoustic performance and the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (b) This by-law does not apply to the floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage Disposal

- (a) An owner or occupier must promptly remove anything which the owner, occupier or garbage/recycling collector may have spilled from the receptacles within the common areas and must take such action as may be necessary to clean the common area within which that thing spilled.
- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- Must maintain such receptacles 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 (except in the case of receptacles for recycling material) adequately covered; and
 - Must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of

Report Date: 17th April 2019



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Strata Plan 96472

473-477 BURWOOD ROAD BELMORE

refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste separated and prepared in accordance with the applicable recycling guidelines; and

(c) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recycling material or waste is normally collected; and

(d) When the garbage, recyclable material or waste has been collected must promptly return the receptacles to the lot or area referred to in paragraph (a); and

(e) Must not place anything 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 anything which the owner, occupier or garbage or recycling collector may have spilled from receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste;

(a) Must ensure that before refuse, recyclable material or waste is placed in the receptacles it is in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(b) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;

(c) All commercial waste to be disposed in the designated commercial bin area if provided, and all residential waste to be disposed in the designated residential bin area only.

(d) All commercial waste to be disposed of at cost to the commercial tenant.

16 Keeping of Animals

(a) Subject to Section 49(4) of the Strata Schemes Management Act 1996, an owner of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a small dog, a cat, small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(b) If the owner or occupier of a lot keeps a small dog, a cat, small caged bird on the lot then the owner or occupier must:

i. Notify the Owners Corporation that the animal is being kept on the lot;

ii. Supply the written consent of the owner of the lot;

iii. Keep the animal within the lot;

iv. Carry the animal when it is on the common property;

v. Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal; and

vi. Not keep any cage birds or aquariums on the balcony within the lot.

(c) The Owners Corporation reserves the right to withdraw this consent and require the animal to be removed in the event of it causing a nuisance.

17 Appearance of Lot

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

Report Date: 17th April 2019



By-Laws

Strata Plan 96472 473-477 BURWOOD ROAD BELMORE

18 Windows and Sliding Doors Coverings

- (a) An owner or occupier must not hang curtains, blinds or louvers visible from outside the lot unless those curtains or louvers have backing of such a colour and design approved by the Owners Corporation;
- (b) An owner or occupier of a lot must not install, renovate and/or replace a curtain, blind or louver without having the colour and design on the backing approved by the Owners Corporation;
- (c) In giving its approval, the Owners Corporation must ensure so far as practicable that backings used in all lots present a uniform appearance when viewed from outside the building.
- (d) An owner or occupier of a lot must not apply, stick or attach anything, including frosting, to the glass forming part of any balcony.
- (e) Only window coverings approved by the Owners Corporation before installation are to be installed on any window. This is to ensure the building is uniform whether viewed from inside or outside the building.

19 Change in Use of Lot to be Notified

- (a) 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).

20 Provision of Amenities or Service

- (a) The Owners Corporation may, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots;
 - i. Window cleaning,
 - ii. Garbage disposal and recycling services,
 - iii. Electricity, gas or water supply,
 - iv. Telecommunication services (for example, cable television, cable internet and wi-fi),
 - v. Cleaning and landscape maintenance,
 - vi. Service contracts for the lift,
- (b) If the Owners Corporation makes a resolution referred to in subclause 20(a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

NOTE. Section 111 of the Strata Schemes Management Act 1996 provides that an Owners Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 Name of Occupier

- (a) Pursuant to Section 119 of the Strata Schemes Management Act 1996, Owners are required to advise the Owners Corporation of the full name of occupiers of a lot within 14 days after commencement of the lease that they take possession of the lot.

22 Access to Lot

Report Date: 17th April 2019



By-Laws

Strata Plan 96472 **473-477 BURWOOD ROAD BELMORE**

(a) Pursuant to Section 65 of the Strata Schemes Management Act 1996, an owner or occupier must allow access to a unit to investigate and/or repair common property;

- i. In an emergency, without notice,
- ii. on reasonable notice at other times.

23 Alterations to Lot

(a) Pursuant to Section 116 of the Strata Schemes Management Act 1996 the owner of a lot must not alter the structure of the lot without giving to the Owners Corporation, not less than 14 days' notice before commencement of the alteration, a written notice describing the proposed alteration.

24 Nuisance

(a) Pursuant to Section 117(1) of the Strata Schemes Management Act 1996, an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot.

25 Compensation to the Owners Corporation

(a) Without in any way limiting the generality of his or her liability otherwise howsoever occurring, each owner of lot in the strata scheme shall:

- i. Be responsible for;
- ii. Bear the cost of; and
- iii. Pay upon demand of the Owners Corporation, the reasonable and proper cost of the Owners Corporation repairing, replacing or renewing all disrepair of, or damage to the common property caused by;
- iv. His or her willful act or carelessness; or
- v. The willful act or carelessness of any of his or her lessees, licensees, invitees or contractors, in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or
- vi. The willful act or carelessness of any guest or invitee (whether the details of whom are known or unknown) or his or her lessees, in the event of such guest or invitee (whether known or unknown) not paying such cost within 14 days of written demand;
- vii. For the purpose of the above, the Owners Corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a Court of competent jurisdiction without first being required to take any Court proceedings or steps (other than the letter referred to in paragraph (iii) above) to receive such monies from the said lessee, licensee, guest invitee or contractor.

26 Real Estate Signs

(a) "Auction", "For Sale" but not "For Lease" signs and the like, are permitted on Common Property, subject to:

- i. Approval must be obtained in advance and in writing from the Strata Managing Agent.
- ii. One sign only will be permitted, and this is to be erected in a position to be specified and without damage to the common property.
- iii. The number of the unit is to be shown on the sign.
- iv. The maximum size of the sign is to be 1.8 x 1 meters.
- v. Approval to be only for a maximum of eight (8) weeks (regardless if the property remains unsold).
- vi. Signs are to be removed within fourteen (14) days that contracts are exchanged and remain with a "Sold" sticker thereon.

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- vii. Signs are not to be affixed to common property.
- viii. Owners are fully responsible for the actions of their estate agents and contractors, including the cost of the Owners Corporation in removing any sign in breach of these conditions.
- ix. The original owner whilst still owning lots within this strata scheme is exempted from this By-Law and is permitted to have signage.

27 Security and Safety

(a) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as they case may be, when not in immediate use.

(b) The Owners Corporation may take all reasonable steps to:

- i. Ensure the security of the parcel from intruders;
- ii. Preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards; and
- iii. For the proper control and administration of those areas;
- iv. And if it considers it necessary or desirable may, without limitation;
- v. Close off or restrict by means of Security Devices access (on either temporary or a permanent basis) to any part of the common property not required for access to a lot; or
- vi. Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security parcel, either solely or in conjunction with any other parcel; or
- vii. Restrict by means of Security Key the access of owners and occupiers of lots on one level of the building to any other level of the building.

(c) If the Owners Corporation restricts the access of owners and occupiers of lots under this By-Law, the Owners Corporation may make available to owners of lots the number of Security Devices the Owners Corporation considers necessary and the Owners Corporation may charge the owners a refundable fee or bond for any Security Device (as determined from time to time by the Executive Committee).

(d) An owner or occupier of a lot must promptly notify the Owners Corporation if a Security Device is lost or destroyed.

(e) An owner or occupier of a lot shall not use or interfere with any fire hydrant or other firefighting or fire safety equipment except in the case of an emergency and shall not obstruct any fire stairs or fire escape.

28 Air Conditioning Systems

Pursuant to Section 62 (3), the Owners Corporation has deemed that it is inappropriate for it to repair, maintain or replace any air-conditioning unit (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) and all associated components located on common property at the strata scheme and only servicing one lot.

29 Preservation of Fire Safety

(a) The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do

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anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

30 Prevention of Hazards

(a) Neither the owner nor occupier of a lot must do anything to permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

31 Construction Hours

(a) The owner or occupier of a lot must not permit construction work to be carried out in their lot other than between the hours of 7.30am and 5.30pm Monday to Friday with no work to be carried out on Saturdays, Sundays, or public holidays unless authorised in writing by the Owners Corporation.

32 Owners responsibility for occupier

(a) Owners of lots must do all things necessary and within the owner's power to ensure that the occupier of the lot or lots they own comply with the Strata Schemes Management Act 1996 and the by-laws for the strata scheme.

(b) Owners of lots who do not occupy the lots will also be responsible for the following actions by the occupiers of the lot or lots they own but do not occupy;

- i. Compliance with the provisions of the Strata Schemes Management Act 1996,
- ii. Compliance with the by-laws for the strata scheme,
- iii. Damage caused to common property or personal property vested in the Owners Corporation; and
- iv. Damage caused to lots or personal property of other lot owners or occupiers.

(c) If an occupier does not remedy a breach of the Strata Schemes Management Act 1996 or the by-law herein or does not rectify damage caused to the common property, lots or personal property, then the owner of the lot they occupy will be liable to remedy the breach or rectify the damage.

33 Shopping Trolleys

(a) An owner, occupier or visitor is prohibited from bringing shopping trolleys onto common property.

34 Duties & Obligations of Owners

(a) An owner or occupier of a lot must comply with all by-laws relating to the lot, the use of the lot, and the use of any area of common property to which a licence or exclusive use has been given, including but not limited to any planning laws, development, building and other approvals, consents, requirements notices and orders of any governmental agency.

(b) An owner or occupier, must not use or permit any person to use the lot for a purpose which may bring the building and/or owners into disrepute.

(c) An owner or occupier must obtain the consent of the Owners Corporation for any commercial use of their lot or

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alteration to the approved use.

35 Upgrade of Public Utilities

(a) An owner or occupier of a lot that requires an upgrade of public utilities due to their use of the lot, shall solely bear the cost of upgrading that public utility.

36 Diminished Responsibility

(a) An owner or occupier of a lot must not permit any child or person of diminished responsibility or whom the owner or occupier has control or accountability to be upon the balcony area of any lot upon the parcel or at any open window of any lot upon the parcel or play upon the common property or to be or remain on common property which might reasonably be deemed to be an area of possible danger or hazard to children or any person of diminished responsibility unless at all times, accompanied by a capable adult exercising appropriate supervision and control.

37 Smoking on Common Property

(a) An owner or occupier of a lot must not smoke while on common property or dispose of smoking materials on common property.

38 Insurance

(a) If an owner or occupier of a lot carries on an activity that causes the owners corporation to be liable for a higher rate of insurance, the owner of that lot shall be required to be reimburse the owners corporation for the additional premium and such additional premium will be recoverable at law from the respective lot owner.

39 Controls of Hours of Operation and Use of Facilities

(a) The hours of operation of the commercial lots may be conducted as follows:

i. For all business the permitted hours of operation shall be permitted by the development consent of the local council;

(b) Only businesses that have the development consent of the local council may operate within the commercial lots.

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

i. That facilities situated on the common property may be used only during certain times or on certain conditions.

ii. Pursuant to Section 49(1) of the Strata Schemes Management Act 1996, the Owners Corporation shall not be permitted to make any determination that seeks to restrict the devolution, transfer, lease or use of any commercial lot within strata scheme, as long as the proposed business activity adheres to the permitted uses of the lot specified by local council.

iii. The Owners Corporation acknowledges that the common toilet is available for use by residents, occupants and patrons at all times.

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40 Installation of Advertising Signage - Commercial/Retail/Office Lots 27 to 29

Each owner for the time being of the Commercial/Retail/Office Lots in the strata scheme is conferred with the right to install signage to the glass windows and walls that form the boundary of their lot and install a sign on the underside of the awning under following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any signs must submit plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the signs are to be installed;
- (b) The signs shall not be, or become, or in any way be constructed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
- (c) The owners of any lot undertaking the installation of any signs must obtain all necessary permits, licences or consents required by local authority or other statutory or lawful authority for such installation;
- (d) The installation of any signs must be effected in a workmanlike manner by licensed and insured tradespersons;
- (e) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any signs must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (f) The signs must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance;
- (g) The owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before any signs are to be replaced or renewed;
- (h) In the event that an owner of a lot proposes the installation of any signs that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by a vote at a general meeting.
- (i) In the event that the signs are damaged by necessary works being carried out by the Owners Corporation on common property walls/roofs or any other part of the common property, the lot owner must make good any such damage to any signs at no cost to the Owners Corporation.
- (j) The original owner whilst still owning lots within this strata scheme is exempted from this By-Law.

41 Service of Documents on Owner of Lot by Owners Corporation

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

42 Grease Trap - Trade Wastewater

- (a) The relevant owners and occupiers of Lots 27 to 29 that may use the grease trap (the "Grease Trap") in the course of their business shall be responsible for any fees, charges and costs of maintenance of the Grease Trap constructed in

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the basement of the common property and any charges, fee or costs imposed by Sydney Water for trade wastewater. The grease trap must be kept clean and regularly serviced at no cost to the Owners Corporation.

43 Exclusive Use The Owners of Commercial/Retail/Office Lots 27 to 29

(a) Has a special privilege to use Common Property to the extent necessary for any venting, exhaust, ducting system and installation of air conditioning units/systems installed to the Commercial/Retail/Office Lot;

(b) Has exclusive use and enjoyment of any pipes, vents, ducts and air conditioning units/systems exclusive servicing the Commercial/Retail/Office Lot;

(c) Must repair, maintain and replace when necessary the pipes, vents, ducts and any air conditioning units/systems, using contractors approved by the Owners Corporation;

(d) Must comply with all requirements and guidelines issued by any Government Agencies in respect to the piping, venting, ducting system and any air conditioning units/systems;

(e) Must repair any damage to Common Property or any other Lot caused by exercising rights under this By-Law; and

(f) Indemnifies the Owners Corporation against all claims and liability arising out of or in connection with the owner or occupier of the Commercial/Retail/Office Lot in exercising its rights under this By-Law.

44 Address Details for the Commercial/Retail/office Lots 27 to 29

The development shall comprise the following address details. New address information as follows shall be reflected on any subdivision application for the site.

- i. Commercial/Retail/Office tenancy 27 shall be identified as Shop 1, 473-477 Burwood Road, Belmore;
- ii. Commercial/Retail/Office tenancy 28 shall be identified as Shop 2, 473-477 Burwood Road, Belmore;
- iii. Commercial/Retail/Office tenancy 29 shall be identified as Shop 3, 473-477 Burwood Road, Belmore.

45 Clothes Drying Areas

(a) Balconies are not to be used as clothes drying areas, storage of household goods and air conditioning units that would be visible from the public domain.

46 Acoustic Conditions

(a) An owner of a lot must ensure that all floor space within the lots complies with the acoustic conditions for floors specified in this consent;

(b) Notwithstanding sub-clause (a), in the event that a floor covering in the lot is removed, the newly installed floor covering shall have a weighted standardized impact sound pressure level not greater than L'nT,W 45 measured in accordance with AS ISO 140.7 and AS ISO 717.2, a test report from qualified acoustic engineer employed by a firm eligible to membership of the Association of Australian Acoustical Consultants shall be submitted to the Owners Corporation within 14 days of the installation of the new floor covering demonstrating compliance with that standard. In the event that the standard is not complied with, the floor covering shall be removed and replaced

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with a floor covering that conforms to that standard in accordance with any directions given by the Owners Corporation.

The Following are the Special By-laws registered with the scheme.

1 Pre-Meeting & Electronic Voting

Registration Date: 17/04/2019

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

2 Minor Renovations By-Law

Registration Date: 17/04/2019

1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the

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Regulations).

ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;

- a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
- b. Renovating any other room within a lot (not including structural works)
- c. Changing or installing recessed light fittings,
- d. Installing or replacing wood or other hard floors,
- e. Installing or replacing wiring or cabling or power or access points,
- f. Work involving reconfiguring walls,
- g. Installing or replacing pipes and duct work,
- h. Installing a rainwater tank,
- i. Installing a clothesline,
- j. Installing a reverse cycle split system or ducted air-conditioning system,
- k. Installing double or triple glazed windows,
- l. Installing a heat pump or hot water service,
- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;

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- a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
- b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

3 Compensation to Owners Corporation

Registration Date: 17/04/2019

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

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

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the

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occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 2015.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

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

4 Absolution of Maintenance Lot Fittings & Fixtures

Registration Date: 17/04/2019

PART 1 - Introduction and Intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.

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

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

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

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(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 96472
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

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3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and Internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

5 Rectification of Settlement Cracks

Registration Date: 17/04/2019

1. Pursuant to Section 106, the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;

a. Any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building/s;

b. the damage has not been caused by impact or other insurable events;

c. the damage has no material effect upon the utility of a lot.

2. If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.

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3. If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

A handwritten signature in black ink, appearing to be 'A. J. S.', located above the circular seal.



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Approved Form 10

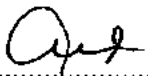
Certificate re Initial Period

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 96472 was affixed 29 April 2019 in the presence of the following
person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Name: **Anita Dalag of Netstrata**

Authority: **Appointed Managing Agent**



Lodger Details

Lodger Code 506516Q
Name ADVOCATUS LAWYERS & CONSULTANTS
Address L 1, 165 PHILLIP ST
SYDNEY 2000
Lodger Box 1W
Email DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference SP96472-2546

Land Registry Document Identification

AT310792

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP96472	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96472
Other legal entity

Meeting Date

09/02/2023

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY LAW 18, 19

Amended by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP96472
Signer Name DARREN CHARLES KANE
Signer Organisation DARREN CHARLES KANE
Signer Role PRACTITIONER CERTIFIER
Execution Date 31/07/2023



A handwritten signature in black ink, appearing to read 'Anita Dalag'.

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Electronic signature of me, Anita Dalag,
affixed by me, on 25/05/23 at 11:20 AM
Property & Stock Agent Act 2002 Licence No
867112

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"Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 31/10/2017

1 Noise

(a) An owner or occupier of a lot must not create any noise on a lot or the common property that by reason of its level, nature, character or quality, or the time at which it is made or the location at which it is made, or any other circumstances, is likely to be offensive or to interfere with the peaceful enjoyment or repose of an owner or occupier of another lot or of any person lawfully using common property.

2 Parking

(a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.

(b) Except without the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a duly registered vehicle as defined in the Road Transport (Vehicle Registration) Act 1997 or associated legislation as amended.

(c) An owner or occupier must not park any vehicle in the common property loading dock for any other reason except for the purposes of moving in and out of the building, or taking a delivery.

3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

(a) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation;
i. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
ii. Use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property

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

(b) This by-law does not prevent an owner or person authorised by an owner from installing;
i. Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
ii. Any screen or device to prevent entry of animals or insects on the lot, or
iii. Any structure or device to prevent harm to children, or
iv. Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(c) 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



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building.

(d) Despite Section 62 of the Strata Management Act 1996, the owner of a lot must;

- i. Maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub-clause 5(c) that forms part of the common property and that services the lot, and
- ii. Repair any damage cause to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 59(c) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

(a) 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

(a) An owner or occupier 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 remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of Invitees

(a) 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

(a) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

(b) An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

10 Drying of Laundry Items

(a) An owner or occupier of a lot must not, except with the prior written approval 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 the street frontage other than on any lines provided by the Owners Corporation for that purpose and there only for a reasonable period.

11 Cleaning Windows and Doors

(a) An owner or occupier of a lot must keep clean all exterior surfaces of glass or aluminium in windows, louvers

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and doors on the boundary of the lot, including so much as is common property, unless;

- i. The Owners Corporation resolves that it will keep the glass/aluminium or specified part of the glass/aluminium clean, or
- ii. That glass/aluminium or part of the glass/aluminium cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of Flammable Liquids and Other Substances and Materials

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

- (a) An owner or occupier of a lot must not transport any furniture or large objects through or on common property within the building unless sufficient notice has first been given to the Owners Corporation.
- (b) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (c) An owner or occupier of a Lot shall not transport any such items as referred to in 13(a) in the lift other than in a manner determined by the Owners Corporation and only if the lift and common property is left in a clean and tidy state after the transportation of such items has occurred.
- (d) An owner or occupier of a lot shall only transport any furniture, large object or articles between the hours determined by the Owners Corporation from time to time including the designated use of a lift as determined so as to minimise damage to common property and disruption to any other owner or occupant.

14 Floor Coverings

- (a) 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 any degradation of acoustic performance and the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (b) This by-law does not apply to the floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage Disposal

- (a) An owner or occupier must promptly remove anything which the owner, occupier or garbage/recycling collector may have spilled from the receptacles within the common areas and must take such action as may be necessary to clean the common area within which that thing spilled.
- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) Must maintain such receptacles 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 (except in the case of receptacles for recycling material) adequately covered; and
 - (b) Must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable

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- material or waste separated and prepared in accordance with the applicable recycling guidelines; and
- (c) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recycling material or waste is normally collected; and
- (d) When the garbage, recyclable material or waste has been collected must promptly return the receptacles to the lot or area referred to in paragraph (a); and
- (e) Must not place anything 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 anything which the owner, occupier or garbage or recycling collector may have spilled from receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste;
- (a) Must ensure that before refuse, recyclable material or waste is placed in the receptacles it is in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
- (b) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;
- (c) All commercial waste to be disposed in the designated commercial bin area if provided, and all residential waste to be disposed in the designated residential bin area only.
- (d) All commercial waste to be disposed of at cost to the commercial tenant.

16 Keeping of Animals

Standard By-Law 16 was repealed by the Owners Corporation on 21/02/2022

17 Appearance of Lot

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

18 Windows and Sliding Doors Coverings

- (a) An owner or occupier must not hang curtains, blinds or louvers visible from outside the lot unless those curtains or louvers have backing of such a colour and design approved by the Owners Corporation;
- (b) An owner or occupier of a lot must not install, renovate and/or replace a curtain, blind or louver without having the colour and design on the backing approved by the Owners Corporation;
- (c) In giving its approval, the Owners Corporation must ensure so far as practicable that backings used in all lots present a uniform appearance when viewed from outside the building.
- (d) An owner or occupier of a lot must not apply, stick or attach anything, including frosting, to the glass forming part of any balcony.
- (e) Only window coverings approved by the Owners Corporation before installation are to be installed on any window. This is to ensure the building is uniform whether viewed from inside or outside the building.

19 Change in Use of Lot to be Notified

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(a) 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).

20 Provision of Amenities or Service

(a) The Owners Corporation may, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots;

- i. Window cleaning,
- ii. Garbage disposal and recycling services,
- iii. Electricity, gas or water supply,
- iv. Telecommunication services (for example, cable television, cable internet and wi-fi),
- v. Cleaning and landscape maintenance,
- vi. Service contracts for the lift,

(b) If the Owners Corporation makes a resolution referred to in subclause 20(a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

NOTE. Section 111 of the Strata Schemes Management Act 1996 provides that an Owners Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 Name of Occupier

(a) Pursuant to Section 119 of the Strata Schemes Management Act 1996, Owners are required to advise the Owners Corporation of the full name of occupiers of a lot within 14 days after commencement of the lease that they take possession of the lot.

22 Access to Lot

(a) Pursuant to Section 65 of the Strata Schemes Management Act 1996, an owner or occupier must allow access to a unit to investigate and/or repair common property;

- i. in an emergency, without notice,
- ii. on reasonable notice at other times.

23 Alterations to Lot

(a) Pursuant to Section 116 of the Strata Schemes Management Act 1996 the owner of a lot must not alter the structure of the lot without giving to the Owners Corporation, not less than 14 days' notice before commencement of the alteration, a written notice describing the proposed alteration.

24 Nuisance



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(a) Pursuant to Section 117(1) of the Strata Schemes Management Act 1996, an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot.

25 Compensation to the Owners Corporation

(a) Without in any way limiting the generality of his or her liability otherwise howsoever occurring, each owner of lot in the strata scheme shall:

- i. Be responsible for;
- ii. Bear the cost of; and
- iii. Pay upon demand of the Owners Corporation, the reasonable and proper cost of the Owners Corporation repairing, replacing or renewing all disrepair of, or damage to the common property caused by;
- iv. His or her willful act or carelessness; or
- v. The willful act or carelessness of any of his or her lessees, licensees, invitees or contractors, in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or
- vi. The willful act or carelessness of any guest or invitee (whether the details of whom are known or unknown) or his or her lessees, in the event of such guest or invitee (whether known or unknown) not paying such cost within 14 days of written demand;
- vii. For the purpose of the above, the Owners Corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a Court of competent jurisdiction without first being required to take any Court proceedings or steps (other than the letter referred to in paragraph (iii) above) to receive such monies from the said lessee, licensee, guest invitee or contractor.

26 Real Estate Signs

- (a) "Auction", "For Sale" but not "For Lease" signs and the like, are permitted on Common Property, subject to:
- i. Approval must be obtained in advance and in writing from the Strata Managing Agent.
 - ii. One sign only will be permitted, and this is to be erected in a position to be specified and without damage to the common property.
 - iii. The number of the unit is to be shown on the sign.
 - iv. The maximum size of the sign is to be 1.8 x 1 meters.
 - v. Approval to be only for a maximum of eight (8) weeks (regardless if the property remains unsold).
 - vi. Signs are to be removed within fourteen (14) days that contracts are exchanged and remain with a "Sold" sticker thereon.
 - vii. Signs are not to be affixed to common property.
 - viii. Owners are fully responsible for the actions of their estate agents and contractors, including the cost of the Owners Corporation in removing any sign in breach of these conditions.
 - ix. The original owner whilst still owning lots within this strata scheme is exempted from this By-Law and is permitted to have signage.

27 Security and Safety

(a) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as they case may be, when not in immediate use.

(b) The Owners Corporation may take all reasonable steps to:



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- i. Ensure the security of the parcel from intruders;
- ii. Preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards; and
- iii. For the proper control and administration of those areas;
- iv. And if it considers it necessary or desirable may, without limitation;
- v. Close off or restrict by means of Security Devices access (on either temporary or a permanent basis) to any part of the common property not required for access to a lot; or
- vi. Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security parcel, either solely or in conjunction with any other parcel; or
- vii. Restrict by means of Security Key the access of owners and occupiers of lots on one level of the building to any other level of the building.

(c) If the Owners Corporation restricts the access of owners and occupiers of lots under this By-Law, the Owners Corporation may make available to owners of lots the number of Security Devices the Owners Corporation considers necessary and the Owners Corporation may charge the owners a refundable fee or bond for any Security Device (as determined from time to time by the Executive Committee).

(d) An owner or occupier of a lot must promptly notify the Owners Corporation if a Security Device is lost or destroyed.

(e) An owner or occupier of a lot shall not use or interfere with any fire hydrant or other firefighting or fire safety equipment except in the case of an emergency and shall not obstruct any fire stairs or fire escape.

28 Air Conditioning Systems

Pursuant to Section 62 (3), the Owners Corporation has deemed that it is inappropriate for it to repair, maintain or replace any air-conditioning unit (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) and all associated components located on common property at the strata scheme and only servicing one lot.

29 Preservation of Fire Safety

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

30 Prevention of Hazards

(a) Neither the owner nor occupier of a lot must do anything to permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

31 Construction Hours

(a) The owner or occupier of a lot must not permit construction work to be carried out in their lot other than between the hours of 7.30am and 5.30pm Monday to Friday with no work to be carried out on Saturdays, Sundays,

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or public holidays unless authorised in writing by the Owners Corporation.

32 Owners responsibility for occupier

(a) Owners of lots must do all things necessary and within the owner's power to ensure that the occupier of the lot or lots they own comply with the Strata Schemes Management Act 1996 and the by-laws for the strata scheme.

(b) Owners of lots who do not occupy the lots will also be responsible for the following actions by the occupiers of the lot or lots they own but do not occupy;

- i. Compliance with the provisions of the Strata Schemes Management Act 1996,
- ii. Compliance with the by-laws for the strata scheme,
- iii. Damage caused to common property or personal property vested in the Owners Corporation; and
- iv. Damage caused to lots or personal property of other lot owners or occupiers.

(c) If an occupier does not remedy a breach of the Strata Schemes Management Act 1996 or the by-law herein or does not rectify damage caused to the common property, lots or personal property, then the owner of the lot they occupy will be liable to remedy the breach or rectify the damage.

33 Shopping Trolleys

(a) An owner, occupier or visitor is prohibited from bringing shopping trolleys onto common property.

34 Duties & Obligations of Owners

(a) An owner or occupier of a lot must comply with all by-laws relating to the lot, the use of the lot, and the use of any area of common property to which a licence or exclusive use has been given, including but not limited to any planning laws, development, building and other approvals, consents, requirements notices and orders of any governmental agency.

(b) An owner or occupier, must not use or permit any person to use the lot for a purpose which may bring the building and/or owners into disrepute.

(c) An owner or occupier must obtain the consent of the Owners Corporation for any commercial use of their lot or alteration to the approved use.

35 Upgrade of Public Utilities

(a) An owner or occupier of a lot that requires an upgrade of public utilities due to their use of the lot, shall solely bear the cost of upgrading that public utility.

36 Diminished Responsibility

(a) An owner or occupier of a lot must not permit any child or person of diminished responsibility or whom the owner or occupier has control or accountability to be upon the balcony area of any lot upon the parcel or at any open window of any lot upon the parcel or play upon the common property or to be or remain on common property which might reasonably be deemed to be an area of possible danger or hazard to children or any person of

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diminished responsibility unless at all times, accompanied by a capable adult exercising appropriate supervision and control.

37 Smoking on Common Property

(a) An owner or occupier of a lot must not smoke while on common property or dispose of smoking materials on common property.

38 Insurance

(a) If an owner or occupier of a lot carries on an activity that causes the owners corporation to be liable for a higher rate of insurance, the owner of that lot shall be required to reimburse the owners corporation for the additional premium and such additional premium will be recoverable at law from the respective lot owner.

39 Controls of Hours of Operation and Use of Facilities

(a) The hours of operation of the commercial lots may be conducted as follows:

i. For all business the permitted hours of operation shall be permitted by the development consent of the local council;

(b) Only businesses that have the development consent of the local council may operate within the commercial lots.

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

i. That facilities situated on the common property may be used only during certain times or on certain conditions.

ii. Pursuant to Section 49(1) of the Strata Schemes Management Act 1996, the Owners Corporation shall not be permitted to make any determination that seeks to restrict the devolution, transfer, lease or use of any commercial lot within strata scheme, as long as the proposed business activity adheres to the permitted uses of the lot specified by local council.

iii. The Owners Corporation acknowledges that the common toilet is available for use by residents, occupants and patrons at all times.

40 Installation of Advertising Signage - Commercial/Retail/Office Lots 27 to 29

Each owner for the time being of the Commercial/Retail/Office Lots in the strata scheme is conferred with the right to install signage to the glass windows and walls that form the boundary of their lot and install a sign on the underside of the awning under following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of any signs must submit plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the signs are to be installed;

(b) The signs shall not be, or become, or in any way be constructed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;

(c) The owners of any lot undertaking the installation of any signs must obtain all necessary permits, licences or



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consents required by local authority or other statutory or lawful authority for such installation;

(d) The installation of any signs must be effected in a workmanlike manner by licensed and insured tradespersons;

(e) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any signs must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(f) The signs must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance;

(g) The owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before any signs are to be replaced or renewed;

(h) In the event that an owner of a lot proposes the installation of any signs that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by a vote at a general meeting.

(i) In the event that the signs are damaged by necessary works being carried out by the Owners Corporation on common property walls/roofs or any other part of the common property, the lot owner must make good any such damage to any signs at no cost to the Owners Corporation.

(j) The original owner whilst still owning lots within this strata scheme is exempted from this By-Law.

41 Service of Documents on Owner of Lot by Owners Corporation

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

42 Grease Trap - Trade Wastewater

(a) The relevant owners and occupiers of Lots 27 to 29 that may use the grease trap (the "Grease Trap") in the course of their business shall be responsible for any fees, charges and costs of maintenance of the Grease Trap constructed in the basement of the common property and any charges, fee or costs imposed by Sydney Water for trade wastewater. The grease trap must be kept clean and regularly serviced at no cost to the Owners Corporation.

43 Exclusive Use The Owners of Commercial/Retail/Office Lots 27 to 29

(a) Has a special privilege to use Common Property to the extent necessary for any venting, exhaust, ducting system and installation of air conditioning units/systems installed to the Commercial/Retail/Office Lot;

(b) Has exclusive use and enjoyment of any pipes, vents, ducts and air conditioning units/systems exclusive servicing the Commercial/Retail/Office Lot;

(c) Must repair, maintain and replace when necessary the pipes, vents, ducts and any air conditioning units/systems, using contractors approved by the Owners Corporation;

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- (d) Must comply with all requirements and guidelines issued by any Government Agencies in respect to the piping, venting, ducting system and any air conditioning units/systems;
- (e) Must repair any damage to Common Property or any other Lot caused by exercising rights under this By-Law; and
- (f) Indemnifies the Owners Corporation against all claims and liability arising out of or in connection with the owner or occupier of the Commercial/Retail/Office Lot in exercising its rights under this By-Law.

44 Address Details for the Commercial/Retail/office Lots 27 to 29

The development shall comprise the following address details. New address information as follows shall be reflected on any subdivision application for the site.

- i. Commercial/Retail/Office tenancy 27 shall be identified as Shop 1, 473-477 Burwood Road, Belmore;
- ii. Commercial/Retail/Office tenancy 28 shall be identified as Shop 2, 473-477 Burwood Road, Belmore;
- iii. Commercial/Retail/Office tenancy 29 shall be identified as Shop 3, 473-477 Burwood Road, Belmore.

45 Clothes Drying Areas

- (a) Balconies are not to be used as clothes drying areas, storage of household goods and air conditioning units that would be visible from the public domain.

46 Acoustic Conditions

- (a) An owner of a lot must ensure that all floor space within the lots complies with the acoustic conditions for floors specified in this consent;
- (b) Notwithstanding sub-clause (a), in the event that a floor covering in the lot is removed, the newly installed floor covering shall have a weighted standardized impact sound pressure level not greater than L_{nT,W} 45 measured in accordance with AS ISO 140.7 and AS ISO 717.2, a test report from qualified acoustic engineer employed by a firm eligible to membership of the Association of Australian Acoustical Consultants shall be submitted to the Owners Corporation within 14 days of the installation of the new floor covering demonstrating compliance with that standard. In the event that the standard is not complied with, the floor covering shall be removed and replaced with a floor covering that conforms to that standard in accordance with any directions given by the Owners Corporation.

The Following are the Special By-laws registered with the scheme.

1 Pre-Meeting & Electronic Voting

Registration Date: 17/04/2019

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.



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B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

2 Minor Renovations By-Law

Registration Date: 17/04/2019

1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,
 - i. Installing a clothesline,
 - j. Installing a reverse cycle split system or ducted air-conditioning system,
 - k. Installing double or triple glazed windows,



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- l. Installing a heat pump or hot water service,
- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
- ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including

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successors in title;

- iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

3 Compensation to Owners Corporation

Registration Date: 17/04/2019

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

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

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 2015.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners

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Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

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

4 Absolution of Maintenance Lot Fittings & Fixtures

Registration Date: 17/04/2019

PART 1 - Introduction and Intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.

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

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

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

(a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment

(b) Lot means any lot in the strata plan

(c) Owner means the owner of the Lot

(d) Owners Corporation means the owners corporation created by the registration of strata plan 96472

(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan

(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this by-law, unless the context otherwise requires:

(a) the singular includes plural and vice versa;

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- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot



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3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

5 Rectification of Settlement Cracks

Registration Date: 17/04/2019

- 1. Pursuant to Section 106, the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;
 - a. Any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building/s;
 - b. the damage has not been caused by impact or other insurable events;
 - c. the damage has no material effect upon the utility of a lot.
- 2. If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.
- 3. If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

6 Recovery of Administrative Costs

Registration Date: 26/09/2019

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
- ii. Examples include, but are not limited to, additional expenses incurred for remedying By- law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a

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result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
 - 'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
 - 'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
 - 'the Act' means the Strata Schemes Management Act 2015
 - 'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
 - 'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
 - 'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

- i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
- ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
- iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

7 Recovery of Stationery Expenses

Registration Date: 29/03/2020

Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.

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ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;

'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation

'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.

'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means

'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners

i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.

ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.

iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee

iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

8 Major Building Work (Major Renovations) By-Law

Registration Date: 29/03/2020

1. Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

2. Application to the Owners Corporation

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

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- (a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- (b) include with the application;
 - (i) any fee prescribed by the Owners Corporation
 - (ii) detailed plans and specifications for the Major Building Works;
 - (iii) a description of the proposed Major Building Works; and
 - (iv) information as to:
 - A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and
 - B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

3. Rights in Owners Corporation

- (a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:
 - (i) require the applicant to submit further information, such as further plans, specifications or reports;
 - (ii) waive the requirement to submit detailed plans and specifications;
 - (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or
 - (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
- (b) in processing an application, the Owners Corporation:
 - (i) may act in its own discretion;
 - (ii) approve it unconditionally or may impose conditions; and
 - (iii) may disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond:
 - (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
 - (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
 - (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.
- (d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.
- (e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
- (f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

4. Pre-conditions to commencing to carry out Major Building Works

- (a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
 - (i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
 - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
 - (iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
 - (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
 - (v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;



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- (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
- (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

5. Pre-conditions to commencing to carry out Major Building Works to Common Property

- (a) the provisions of this by-law apply to Major Building Works to Common Property
- (b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
 - (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
 - (ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
 - A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
 - B. the Owners Corporation has made and registered a by-law to that effect; and
 - C. the Owner has given the Owners Corporation its approval to the making of the by-law

6. Condition when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and, where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
- (g) cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

7. Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

8. Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.



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9. Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10. Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation: (a) in connection with the major Building Works (including costs for approving the Major Building Works); and (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

11. Right in Owners Corporation to remedy

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

12. Future alteration to Major Building Works

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

13. Major Building Works Not Permitted to Remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

9 Payment Plans

Registration Date: 24/02/2021

1.Introduction

- 1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.
- 1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.

2. Payment Plans

2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions.".



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2.2 Clause 18 of the Regulation says a payment plan must:

- (a) be in writing;
- (b) require repayment of the outstanding contributions within 12 months; and
- (c) contain the following:
 - (i) the name of the lot owner and the title details of the lot, (ii) the address for service of the lot owner,
 - (iii) the amount of the overdue contributions,
 - (iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
 - (v) the schedule of payments for the amounts owing and the period for which the plan applies,
 - (vi) the manner in which the payments are to be made,
 - (vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,
 - (viii) a statement that a further plan may be agreed to by the owners corporation by resolution,
 - (ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:

- (a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;
- (b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and
- (c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.

2.4 If the owners corporation resolves generally to enter into payment plans, then:

- (a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:
 - (i) comply with the Act and the Regulation;
 - (ii) contain the information set out in clause 2.2(c) above; and
- (b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:
 - (i) clauses 2.2 and 2.3;
 - (ii) interest is payable in the manner and at the rate set out in the Act;
 - (iii) contributions due after the date the payment plan commences are payable on their due date;
 - (iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and
 - (v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation

In this by-law:

- 3.1 Act means the Strata Schemes Management Act 2015;
- 3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;
- 3.3 lot means each and every lot in the strata scheme;
- 3.4 owner means the owner of the lot for the time being;
- 3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;
- 3.6 Regulation means the Strata Schemes Management Regulation 2016;
- 3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;
- 3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;



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3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

10 Fire Inspection Access & Administration

Registration Date: 24/02/2021

Intention

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required.

The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

a. Definitions

The following terms are defined to mean:

'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.

'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.

'Agent' means the Strata Managing Agent for the Strata Scheme.

'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation.

'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.

'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.

'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

b. Rights & Responsibilities of the Owners Corporation

i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.

ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.

iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

c. Rights and Responsibilities of Lot Owners

i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to

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comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;

- a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
- b. The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
- ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (re- inspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):
 - a. A fee of \$50 for organisation of the 2nd inspection of a Lot; b. A fee of \$75 for organisation of the 3rd inspection of a Lot; c. A fee of \$100 for any further inspections of a Lot.These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).
- iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).
- iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:
 - a. Smoke alarms;
 - b. Heat alarms/detectors;
 - c. Fire door closers;
 - d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).
- v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of \$55 upon that Lot owner.
- vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By-law shall stand.
- vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

d. Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).

An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.



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11 Payment of Insurance Excesses

Registration Date: 24/02/2021

A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions

(i) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 2015

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

C) Payment of Excesses

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal

(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

12 Communication & Dispute Resolution

Registration Date: 24/02/2021

INTENTION

Report Date: 25th May 2023



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The intention of this By-law is to provide mechanisms for the Owners Corporation, owners, occupiers and representatives of the Owners Corporation, owners and occupiers to;

- a. Facilitate harmonious, efficient and cost-effective communication within the scheme,
- b. Prevent bullying, harassment and intimidation at the scheme as well as to regulate the communication of owners, residents and agent's servicing the scheme,
- c. Provide an efficient dispute resolution process,
- d. Allow the Owners Corporation, Strata Committee and strata managing agent the ability to suspend or cease communication with individual's that contravene the spirit of this By-law, and
- e. Allow the Owners Corporation to recover the costs for administering the provisions of this By-law.

PART 1 - DEFINITIONS & INTERPRETATION

1. In this by-law:

- a. Strata Managing Agent means the person (if any) from time to time appointed to act as strata managing agent for the Scheme.
- b. Building Manager means the person (if any) from time to time appointed to act as a Building Manager for the scheme
- c. Lot means a lot in strata scheme
- d. Occupier or Owner means the owner or occupier of a lot in the strata scheme from time to time.
- e. Owners Corporation means the owners corporation created by the registration of strata plan.
- f. Agent means a person from time to time appointed to act on behalf of a lot owner such as a property manager
- g. Representative means a person from time to time appointed to represent a lot owner such as a proxy holder or power of attorney
- h. Scheme means the strata scheme created on registration of the strata plan.
- i. Strata Committee means the Strata Committee of the Owners Corporation from time to time.
- j. Stakeholders means all Owners, Occupiers, Suppliers, Building Managers, the Strata Committee and Strata Managing Agent.

2. In this by-law a word which denotes:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015 ("the Act"); and
- d. references to legislation includes references to amending and replacing legislation.

3. Nothing contained in this by-law will operate so as to negate any statutory requirements or obligations imposed by the Act or the Strata Schemes Management Regulations 2016, as amended or replaced from time to time.

PART 2 - SCHEME COMMUNICATIONS

1. Owners, occupiers and agents to the scheme acknowledge that all stakeholders are entitled to live, work and reside within an environment that is free from bullying, harassment, threatening and intimidating behaviour, this includes both written communication and conduct at meetings of the Owners Corporation and Strata Committee.

Examples of bullying and harassment include but are not limited to;

- a. Direct threats or intimidation made against an Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent, whether in writing or made verbally,
- b. Excessive communication with the Strata Committee, Building Manager or Strata Managing Agent,
- c. Pressuring lot owner/s to vote in a particular manner,

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- d. Commentary of a personal nature that is derogatory, disrespectful or ridicules any stakeholder or their character,
- e. Making an unsubstantiated claim against another Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent.

2.2 Harassment does not include;

- a. The Owners Corporation, Strata Committee or Strata Managing Agent pursuing debt recovery pursuant to section 86 of the Act,
- b. The Owners Corporation, Strata Committee or Strata Managing Agent administering and enforcing this By-law or the other By-laws for the scheme,
- c. Owners, residents and agents providing constructive feedback surrounding the administration of the scheme or service providers to the scheme.

2.3 The Owners Corporation, Strata Committee, Owners, Occupiers and stakeholders must ensure that all communication is respectful and does not include anything which is discriminatory, derogative or constitutes bullying within the Scheme.

PART 3 - RIGHTS AND OBLIGATIONS OF LOT OWNERS

1. An owner must ensure that they, their agents, representatives, or occupants of their lot do not:

- a. do anything which is disrespectful, derogatory, discriminatory, harassing or bullying towards another Owner, Occupier, Supplier, Building Manager, the Strata Committee or the Strata Managing Agent;
- b. do anything which impedes or negatively impacts the Owners Corporations ability to conduct their duties in accordance with the Act;
- c. unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;
- d. cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Owners Corporation;
- e. make a decision that requires a resolution of the Strata Committee or the Owners Corporation in accordance with the Act; or
- f. engage in any conduct in contravention of the Act.

2. An owner shall be liable to compensate or indemnify the Owners Corporation against any costs that may arise as a result of administering the provisions of this By- law including the costs of convening and conducting a Strata Committee meeting and any other administrative costs associated with Part 4 of this By-law.

3.3 In the event that a lot owner believes a charged imposed upon them pursuant to this By-Law has been applied unfairly, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

3.4 In the event the Owners Corporation rejects a request made by a lot owner pursuant to 3.3 of this By-Law, all charges imposed by this By-Law shall stand.

PART 4 - RIGHTS, POWERS AND OBLIGATIONS OF THE OWNERS CORPORATION & STRATA COMMITTEE

4.1 Any alleged breach of this By-law pursuant to Part 3 above must be determined by the Strata Committee at a properly convened meeting of the committee.

4.2 Depending on the nature and severity of the breach, where the committee has determined that a lot owner, tenant or agent acting on behalf of a lot owner has exhibited bullying, threatening or intimidating behaviour, the Strata Committee may;

- a. Issue a warning letter to the individual, or



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- b. Suspend communication with the individual, for a period to be determined by the committee, and/or
- c. Determine that the lot owner compensate the Owners Corporation for the costs of convening and conducting the Strata Committee meeting that was required to make a determination pursuant to this By-law, and/or
- d. Determine that the lot owner compensate the Owners Corporation for any other administrative costs associated with administering this By-law.

4.3 The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

- a. The Owners Corporation shall have the power to recover all costs outlined in PART 3 and PART 4 of this By-law from a lot owner as a debt by way of a levy charged to the lot;
- b. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- c. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- d. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; and
- e. All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 5 - GRIEVANCE PROCEDURE

Where an owner, resident or agent acting on behalf of an owner wishes to register a grievance with the Strata Committee or Strata Managing Agent the complainant must;

1. Notification

The complainant must inform the Strata Committee or Strata Managing Agent in writing of the following;

- a. The nature of the dispute;
- b. What outcome the complainant desires,
- c. The action the complainant believes will settle the grievance,
- d. Evidence that supports the complaint being made (if any),
- e. Notices of a grievance under this clause should be directed to the Strata Managing Agent via email or post in the first instance or where no agent is appointed directly to the Strata Committee via the registered address for service of notices for the scheme.

2. Best Endeavours to Resolve Dispute

3. On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting to resolve the matters identified.

4. Where a Strata Committee meeting may be convened pursuant to this grievance procedure, it WILL NOT be subject to the provisions of Part 4 of this By-law.

13 Installation of Awnings/Pergola

Registration Date: 25/05/2021

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) the devices shall not be, or become, or in any way be construed to be common property and shall always

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remain the sole property of the owner for the time being of the lot which they service;

(c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;

(d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;

(j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

(2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

14 Moving and Delivering of Goods

Registration Date: 22/03/2022

An Owner or Occupier must not transport or permit or cause to be transport goods on Common Property except in compliance with this By-law.

1. Conditions

- a) Prior to transporting goods on Common Property, Owners and Occupiers:
- i) must give the Owners Corporation not less than 72 hours' notice of the date and time the goods will be transported,
 - ii) must give details to the Owners Corporation if the Owner or Occupier has engaged a removalist (name, telephone number, mobile number, address, email address and contact name),
 - iii) must give to the Owners Corporation evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation,
 - iv) must provide the Owners Corporation their contact number(s), email address and vehicle registration details.
- b) Owners and Occupiers may only transport goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- c) Owners and Occupiers may only transport goods in a lift if the lift has a lift protector or blanket.
- d) Owners and Occupiers must ensure they and their removalist comply with all rules of the Owners Corporation in connection with transporting goods on common property.
- e) Owners and Occupiers are permitted to transport goods on Common Property only between the hours of 7.00am to 9.00pm and subject to the terms of this By-law.

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- f) Owners and Occupiers must ensure neither they nor their removalists:
- i) obstruct Common Property when transporting the goods, or
 - ii) interfere with the peaceful enjoyment of Common Property by another Owner or Occupier.
- g) Owners and Occupiers must supervise their removalist in order to ensure no damage is done to the Common Property, another Lot or property vested in the Owners Corporation, by transporting goods.
- h) Owners and Occupiers must at their own expense:
- i) immediately rectify any damages caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting goods;
 - ii) must remove debris or other materials left on Common Property as a result of transporting goods; and
 - iii) must clean any part of the Common Property which requires cleaning as a consequence of transporting goods.
2. Move-in/out Security Deposit
- a) Prior to transporting goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:
- i) must give a Move-in/out Security Deposit of \$500.00 to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and
 - ii) must give to the Owners Corporation, if the Owners Corporation reasonably determines, a non-refundable Movein/out Fee of \$45.00 for the administration of this process.
- b) The Owners Corporation may apply all or part of a Move-in/out Security Deposit to remedy a breach of this By-law.
- c) Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- d) If goods are being transported by an Owner or Occupier who is already in occupation of a Lot, then only one Movein/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- e) Provided the Owners Corporation is satisfied there has not been a breach of this By-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move-in/out Security Deposit paid under this By-law (or so much of it that remains unrefunded) to the party who provided it within 7-10 business days of the Owner or Occupier completing transportation of the goods.
- f) The Move-in/out Security Deposit in respect of this is By-law is \$500.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- g) The Move-in/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- h) The non-refundable Move-in/out Fee in respect of this is By-law is \$45.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- i) Any non-refundable Move-in/out Fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

15 Levying of Debt Collection Expenses

Registration Date: 22/03/2022

PART 1 - Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but

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not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

2.3 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

- (i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

16 Exclusive Use of Bicycle Parking Area - Lot 4

Registration Date: 21/11/2022

1. DEFINITIONS

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

- (i) "Act" means the Strata Schemes Management Act 2015 (NSW).
- (ii) "Lot" means lot 11 in Strata Plan No 96472.
- (iii) "Exclusive Use Area" (EUA) means the bicycle parking area located on the southern corner of the lower basement, directly opposite the car wash bay, within the building, measuring approximately 6.29m x 2.7m (being

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approximately 15m2) shown on page 2 of 10 sheets in Strata Plan 96472.

(iv) "Owner" means the registered owner of the Lot and successors in title.

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

2. RIGHTS

The Owner is conferred with the exclusive use and enjoyment of the EUA SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

(a) MARKING OF BORDER

No further marking of borders is required.

(b) INDEMNITY & INSURANCE

The Owner shall:

(i) not do or suffer to be done on the EUA any act or thing by reason of which any increased or extra premium may become payable by the owners corporation for the insurance of the parcel or any part thereof;

(ii) 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 the use of the EUA.

(c) MAINTAIN COMMON PROPERTY

The Owner must maintain and keep the EUA in a good, clean and serviceable repair and condition including clean of grease and oil.

(d) STATUTORY BY-LAWS

The Owner must comply with statutory by-law 17 (re appearance) at all times.

(e) NO ASSIGNMENT

(i) The Owner must not assign, sublet or part with possession of the EUA or any part thereof.

(ii) Nothing in this by-law prohibits a tenant of the Lot from using the EUA.

(f) FIRE SAFETY

The owners of the lot must ensure that they comply with all current fire safety regulations and that the EUA is all times maintained so as to comply with such regulations and any future fire safety or other regulations that may be imposed upon such installations.

(g) LEGISLATION

Nothing in this by-law shall be construed so as to release any owner or occupier of any of the lots from the obligation to comply with the Act, Regulations or the by-laws applicable to the strata scheme.

(h) ENTRY

Notwithstanding anything herein contained, the owners corporation, its agents and servants may enter upon the EUA for the purpose of inspecting and (in default of such by the Owner), maintaining and repairing the same and for the purpose of ensuring that the by-laws of the strata scheme are observed.

(i) USE

The Owner must not, without the written consent of the owners corporation, maintain within the EUA anything visible from outside the EUA that, viewed from outside the EUA, is not in keeping with the rest of the building or other car spaces or storage rooms in the building.

(j) BY-LAW DEFAULT

Without prejudice to the other rights of the owners corporation where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may enter upon the EUA in accordance with s 122 of the Act for that purpose and may recover the costs of fulfilling such condition as a debt from the Owner.

(k) FEE

(i) The rights given by this by-law are given to the Owner are subject to the payment of an annual occupation fee (called "the Fee").

(ii) Within 14 days after the date of registration of this by-law the Owner must pay the Fee defined in (iii) to the owners corporation.

(iii) The Owner must pay the owners corporation the Fee of \$1.00 plus GST (if applicable) payable in one (1) annual instalment in advance by invoice of the owners corporation



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(iv) If the Fee is not paid within the 14 days, the Owner must pay interest to the owners corporation on the Fee (or such part thereof as is unpaid) at the rate of interest applicable to default judgments by or under the Civil Procedure Act 2005 (NSW) calculated on a daily basis.

3. BY-LAW SUBJECT TO LEASE AGREEMENT WITH OWNERS CORPORATION

This by-law is subject to the Owner agreeing to the granting a Lease and entering into a Lease Agreement with the owners corporation over the car parking space which forms part of lot 4 and is located on the upper basement within the building, measuring approximately 5.4m x 2.43m (being approximately 13.12m²) shown on page 3 of 10 sheets in Strata Plan 96472.

17 Other Works (Major Renovations) - Lot 29

Registration Date: 16/05/2023

1. Rights Conferred

The Owner is given the special privilege in respect of the common property in connection with the Lot to carry out the Works defined below at the Owner's cost subject to the Owner complying with the conditions listed in paragraph 3. below;

2. Definitions

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

- i. "Act" means the Strata Schemes Management Act 2015 (NSW);
- ii. "Authority" means any government, semi-government, statutory, public or other authority having jurisdiction over the Lot;
- iii. "Bond" means the sum to be decided by the Strata Committee or Owners Corporation as referred to hereinafter;
- iv. "Commencement Date" means the approximate date of approximately January 2023, after allowing for the approvals to be obtained as referred to in the Conditions herein;
- v. "Construction Period" means the period of 26 weeks within which the Works must be completed calculated from the Commencement Date;
- vi. "Insurances" means for the duration of the Works:
 1. Construction Liability Insurance policy providing cover for:
 - A. physical loss or damage occurring to the Works whilst in the course of construction to their full value by events such as earthquake, storm, fire, lightning, theft including cover for the removal of debris;
 - B. the contractor and all sub-contractors against the risk of liability for death, personal injury, accident and property damage to at least \$20 million in respect of any one claim occurring in the course of carrying out the Works (commonly called "public liability risk insurance");
 2. Workers' compensation insurance for employees of the contractor;
 3. if required by-law, home building insurance for the works pursuant to the Home Building Act 1989 (NSW);
- vii. "Lot" means lot no 29 in Strata Plan No 96472, the floor plan of which lot is shown in the relevant sheet of the strata plan, marked "A1";
- viii. "Owner" means the registered Owner of the Lot for the time being and successors in title;
- b. "Works" means, in relation to the Lot, the works referred to in the following documents to be produced as an exhibit at the general meeting at which this by-law is considered (copies of which are also available at the strata managing agent's office for inspection prior to the meeting):
 - i. the architectural plans of Perras Design Group dated November 2022 numbered 7 pages, marked "A2" which includes:
 1. floor plans:
 - a. before commencement of the Works; and
 - b. after completion of the Works;
 2. elevations;
 3. air-conditioning ducting plan
 4. lighting plan;
 - ii. a structural certificate from M M Farrah Civil/Structural Pty Limited dated 25 October 2022 marked "A3";



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- iii. Concrete Scan Report from Concrete Scanning Services dated 14 October 2022 marked "A4";
- iv. specifications prepared to local council standard, marked "A1F";
- v. Planning Certificate from Canterbury Bankstown Council dated 10 November 2022 marked "A5".
- vi. Building Plan Assessment Approval from Sydney Water dated 18 November 2022 marked "A6".
- vii. any other documents or information reasonably required by the Owners Corporation;
- viii. a detailed narrative description listing of the works to be carried out is as follows:
 - 1. Extension of front main entry door to the lot and door replaced with a glass door.
 - 2. Polishing of internal concrete floor.
 - 3. Installation of ducted split system air-conditioning system.
 - 4. All existing internal walls to be rendered or tile finished.
 - 5. Plumbing to be installed via core drilling through slab.
 - 6. Internal walls to be erected to create a basin room, laundry, staff room and bathroom.
 - 7. Internal suspended ceiling to be built above the basin room, laundry, staff room and bathroom.
 - 8. Three or four full length styling stations will be installed against laundry wall.
 - 9. Installation of seated stations with a stone benchtop and joinery will be fitted on the far end of the space (smaller side)
 - 10. The current ceiling will be left exposed and sprayed painted black or white.
 - 11. All electrical wiring to be concealed in electrical trays.
 - 12. Installation of new internal lighting throughout the lot, including track lighting suspended from the current ceiling and pendant/accent lighting.
 - 13. Installation of power outlets.
 - 14. Entryway
 - a. Installation of a large reception desk near entry door extending into table for seating
 - 15. Basin room
 - a. To be connected to the laundry room.
 - b. Installation of three basins and tapware behind joinery/cabinetry.
 - c. Plumbing to basins.
 - d. Installation of drainage in floor.
 - e. Installation of wall at the rear of room to cover the current exposed plumbing.
 - 16. Laundry
 - a. Installation of tiled shower and tapware including waterproofing
 - b. Installation of floor tiles including waterproofing.
 - c. Installation of cabinetry/joinery with sink on benchtop
 - d. Installation of washer machine and drying machine.
 - e. Plumbing to washing machine.
 - f. Installation of drainage in floor.
 - 17. Staff room
 - a. Installation of kitchenette including joinery/cabinetry and benchtop
 - b. Installation of sink and tapware
 - c. Plumbing to sink and tapware
 - d. Installation of walk-in pantry including joinery/cabinetry.
 - 18. Bathroom
 - a. Installation of floor tiles including waterproofing
 - b. Installation of toilet.
 - c. Installation of vanity/basin and tapware.
 - d. Plumbing to toilet and vanity.
 - e. Installation of towel rails and paper holder.
 - f. Installation of drainage in floor.
- c. Where any words used in this By-law are defined in the Act they will, unless the context dictates otherwise, have the same meanings as those words have in the Act;

3. Conditions

The rights given to the Owner by this by-law do not apply if the Owner does not comply with the conditions



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referred to in this by-law.

a. Before commencement of the Works

i. Commencement and Construction Period

1. At least 14 days before commencement of the Works, the Owner must give each occupant of a lot written notice of the proposed Commencement Date;
2. Subject to any extension of time that the Owners Corporation in a general meeting may resolve to grant in its absolute discretion, the Works must be completed within the Construction Period;
3. In respect of (2), if the Works are not completed by the end of the Construction Period, the Owner must pay liquidated damages to the Owners Corporation in the sum of one hundred and forty dollars (\$140.00) per week (or pro rata for part of seven days) to be paid to the Owners Corporation by way of allowing the Owners Corporation to deduct those moneys from the Bond;

ii. Authority Approvals

At least 14 days before commencement of the Works, the Owner must furnish the Owners Corporation with a complete copy of:

1. if required by law, the completed development application and/or complying development certificate application (as applicable), the construction certificate, the final plans and specifications upon which the Works are based with a request motion from the Owner to seek the Owners Corporation's prior written consent by ordinary resolution to lodgement (such consent not to be unreasonably withheld or delayed) but only after the Owners Corporation has received full copies of such proposed applications;
2. if required by law, the development consent and/or complying development certificate (as applicable) and construction certificate for the Works under the Environmental Planning & Assessment Act 1979 (NSW) issued by any Authority or certifier (as the case may be) and all conditions of consent; and
3. all other necessary development consents, certificates and documents required from any other Authority.

iii. Contractor and Licence Details Insurances

At least 7 days before commencement of the Works, the Owner must furnish the Owners Corporation with certificates and other documentary proof that the licensed contractor who is to undertake the Works:

1. has effected the Insurances for the duration of the Works; and
2. holds the applicable license under the Home Building Act 1989 (NSW).

iv. Dilapidation Report

At least 7 days before commencement of the Works, the Owner may be required, at the Owner's cost, commission and serve on:

1. the Owners Corporation;
2. the Owners of the lots located immediately above and below and the lot to each of the sides of the Lot (if access is given to those lots); and
3. such other lots as may be affected by the Works

a copy of a dilapidation report (which must include photographs) prepared by the design architect or a structural engineer in respect of all areas of those lots and any relevant common property. This report is to be commissioned for the purpose of establishing which cracks or other defects (if any) in the said common property or lots were present before the Works were carried out in order to help decide if any cracks or other defects appearing after commencement of the Works are attributable to the Works;

v. Bond

1. Within 14 days of the Owner receiving a Construction Certificate (if such is required for the Works) and at least seven days before commencing the Works, the Owner may be required to pay the Bond to the Owners Corporation (unless the Strata Committee or Owners Corporation decides in a general meeting that a higher or lesser sum be paid) by lodgement with the strata manager or to the treasurer (if there is no strata manager), which bond may be used by the Owners Corporation for the purposes of:

- A. carrying out any conditions under this by-law if not complied with or other default;
- A. carrying out any repairs or maintenance needed to the common property or a lot in the parcel caused as a result of the Works; and
- B. paying for the expenses of the Owners Corporation (including legal costs and disbursements of the Owners Corporation's lawyer calculated on a solicitor/client basis) in the event of:
 1. a dispute between the Owners Corporation and Owner as to the Works, maintenance or repair; or



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2. dealing with the matters in A. and B.;

2. At the expiration of three months after the receipt by the Owners Corporation of the certificate of practical completion or the like and the certificates referred to below, the Owners Corporation must refund to the Owner the bond, or balance of the bond, as the case may be;

vi. Inspections

The Owner must provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request by the Owners Corporation as follows:

1. one inspection, before installation of the Works;
2. one inspection, during the installation of the Works; and
3. one inspection, after completion of the Works;

vii. Indemnities

Before, during and after completion of the Works the Owner must indemnify the Owners Corporation against the following:

1. any sums payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the use of the relevant area of the common property or of the Works;
2. 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 execution of the Works; and
3. any liability for damage to the Works caused by the Owners Corporation in undertaking any work referred to in s 122 of the Act or in exercising the power of entry for purposes of or related to such works;

b. During construction of the Works

i. Licensed Contractor and Works Quality

The Owner must ensure all the Works be done:

1. by contractors appropriately qualified and licensed under the Home Building Act 1989 (NSW);
2. so as to ensure the contractors, their materials, tools, equipment and debris do not obstruct or impede lawful use of the common property by any person;
3. with due care and skill and in accordance with the plans and specifications
4. using only first quality materials which are good and suitable for the purpose for which they are used and which are of a colour and in keeping with the appearance of the building;
5. in accordance with the applicable development consent and other consents. The Owner must not vary the Works except in accordance with the written approval of the local council and the Owners Corporation, which may not be withheld unreasonably;
6. in accordance with the National Construction Code but still commonly called the Building of Australia, all applicable Australian Standards and requirements of the Work Health & Safety Act 2011 (NSW), Workcover and the law. If following a visual inspection dangerous material (eg asbestos) is found by the Owner or Owners Corporation or its representatives or contractors, the Owner must have the material removed in accordance with Workcover requirements; and
7. with all due diligence and within the Construction Period;

ii. Vehicles

The Owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such times as is reasonably necessary;

iii. Work Times

The Owner must not undertake the Works or allow them to be undertaken except:

1. between the hours of 7:30 am and 5:30 pm Monday to Friday, but not weekends or on public holidays; or
2. during such hours and days permitted by the local council whichever is the greater;

iv. Time for Operation of Noisy Equipment

The Owner must ensure:

1. that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10:00 am and 3:00 pm; and
2. that at least 72 hours' notice is given to the Occupiers of the other lots in the building by a sign prominently



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displayed on the noticeboard before the use of any such tools and equipment;

v. Protection of the Building

The Owner must ensure:

1. the common property is properly protected prior to the commencement of the Works. This includes:
 - A. the lift being protected by drop sheets and is kept clean during the Works;
 - C. during the Works, the door between the Lot and common property hallway must be completely closed at all times; and
 - D. the hallways accessing the Lot must be protected from damage;
2. In addition to 1., on each Friday before each weekend, the Owner must ensure the state of cleanliness and tidiness is equivalent to the same state of cleanliness and tidiness that existed before the Works began;

vi. Transportation of Building Materials and Equipment and Debris

The Owner must ensure that in respect of access to and from the Lot:

1. any heavy, large or bulky building materials, equipment and debris are to be transported via an external hoist and so not through the building or by its lift unless the Owners Corporation permits other means; and
2. that other than items referred to in 1., may be transported by the lift of the building; and
3. no building materials are stored on common property.

vii. Dust

The Owner must take all reasonable steps to reduce or mitigate the spread of dust particles from the Lot during the course of the Works;

viii. Rubble

1. All building rubble generated in the course of the Works must be stored within the Lot until such rubble is removed from the scheme; and
2. Wherever possible, the Owner must have building rubble removed from the Lot in sealed bins;

ix. Disturbance

The Owner must ensure the Works are undertaken in such a way as to cause minimum noise disturbance and inconvenience to the Occupiers and Owners or another lot or any person lawfully using common property.

x. Authority Directions

In performing the Works the Owner must comply with all directions, orders and requirements of all relevant Authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors;

xi. Daily Cleaning

1. The Owner must clean any part of the common property areas affected by the Works on a daily basis and keep all of those common property areas clean, neat and tidy during the Works;
2. During such hours and days permitted by the local council;

xii. Interruption to Services

The Owner must minimise any disruption to services in the building and give the Occupiers of the other lots in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption;

xiii. Security

The Owner must ensure that the security of the building is not compromised and that no external doors in the common property areas of the building are left open and unattended or left open for longer than is reasonably necessary during the Works;

xiv. Variation to Works

The Owner must not vary the Works without first obtaining the written approval of the Owners Corporation or, if authorised, by the Strata Committee;

xv. Connection of Utilities

In the event that electricity, water or any other service is connected to the Works and the existing service to the Lot is separately metered and charged to the account of the Owner then the Owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the Owner;

xvi. Damage and Insurance Claims

1. At the request of the Owners Corporation, the Owner must promptly make good any damage to the common property in the strata scheme caused by the Works or by the altered condition of the common property or lots



Strata Plan 96472

473-477 BURWOOD ROAD BELMORE

deriving from the Works;

2. The Owner must promptly make good any damage caused by the Works to:

A. any lot in the strata scheme and its contents; and

E. any other property;

3. In respect of the home building insurance and construction risk insurance, the Owners Corporation, at its option may make and conduct any claim against an insurer in respect thereof.

c. After completion of the works

i. Completion of Works

Within seven days of completion of the Works (defined as being when the Owner's licensed contractor issues a certificate of practical completion or the like to the Owner) the Owner must give to the Owners Corporation written notice of completion.

ii. Certificates of Engineer and Council

As soon as practicable after completion of the Works the Owner must give the Owners Corporation the following certificates:

1. the certificate or report of a qualified structural engineer addressed to the Owners Corporation certifying that:

A. the components of the Works involving structural alterations or additions are structurally adequate; and

F. the construction of the Works proposed in the engineering drawings do not detrimentally affect the structural integrity of the building or any part of it;

2. an occupation certificate under Part 4A of the Environmental Planning & Assessment Act 1979 (NSW) authorising occupancy of the Lot and a complete copy of applications and all accompanying certificates and documents provided to obtain that certificate;

3. all warranties, guarantees and certificates in respect of trade works such as waterproofing certificates;

iii. Restoration of Common Property

Within 14 days after completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.

iv. Costs

1. Within 14 days of the Owner receiving a tax invoice from the Owners Corporation, its strata manager or lawyer as to expenses, the Owner must pay those expenses (including legal costs and disbursements calculated on a solicitor/client basis) incurred in regard to:

A. the drawing, amending, obtaining advice and registration of this by-law; and

G. considering, examining, obtaining advice and changes in respect of any development application or other application submitted to the Owners Corporation for its consent; and

2. If those expenses are not paid to the Owners Corporation within the 14 days, those expenses shall be added to the next succeeding levy contribution notice due by the Owner to the Owners Corporation and if not paid by the due date may be recovered by the Owners Corporation from the Owners as a debt in a court of competent jurisdiction.

d. Ongoing obligations of Owner after completion of the works At all times after completion of the Works:

i. Maintain Common Property

The Owner must maintain and repair all common property in contact with or affected by reason of the installation of the Works;

ii. Maintenance of Works

1. The Owner must properly maintain the Works and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those Works when reasonably required by the Owners Corporation; and

2. The Works shall be and remain Owner's fixtures.

iii. Repair Damage

The Owner must repair with all due care and skill any damage caused to:

1. another lot;

2. common property area; or

3. another person's property that has been caused by the carrying out of the Works;

iv. Prevent Excessive Noise

The Owner must ensure that any equipment forming part of the Works does not create or generate any heat, noise



Strata Plan 96472

473-477 BURWOOD ROAD BELMORE

or vibrations that are likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using a common property area. For example, an air conditioning condenser or a fridge compressor;

v. Flooring

The Owner must ensure that any floor coverings installed or exposed in a Lot during the Works are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another lot (apart from floor coverings in a laundry, lavatory or bathroom);

vi. Indemnity

The Owner must 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:

1. arising out of the Works; or
2. the altered state or use of any of the common property areas due to the Works; or
3. any breach of this by-law by the Owner or Occupier;

vii. Insurance

The Owner must, if required by the Owners Corporation:

1. make, or permit the Owners Corporation to make on behalf of the Owner, any insurance claim concerning or arising from the Works; and
2. use the proceeds of any insurance payment made as a result of an insurance claim towards completing the Works or repair any damage to the building caused by the Works;

viii. Comply with the Law

The Owner must comply with all statutes, By-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works and the requirements of the local council concerning the Works.

ix. Breach of this by-law

Without prejudice to the other rights of the Owners Corporation, if the Owner shall fail or neglect to perform or observe any of the conditions, then following 14 days' notice of such breach to the Owner and the nonrectification or non-cessation of such breach within the said seven days of receiving the notice, the Owners Corporation may:

1. unless an emergency, in accordance with s 122 of the Act enter the Lot and have appropriately qualified and licensed contractors or tradespersons rectify the breach; and
2. recover the cost of such rectification and expenses of the Owners Corporation as a debt due from the Owner (including lawyer's costs on a solicitor/client basis) in a court of competent jurisdiction.

NOTE

(1) This by-law has been requested by the tenant of lot 29 and the owner has provided consent.

(2) The aim of this by-law is to obtain the consent of the owners corporation to allow the tenant of lot 29 to undertake the Works.

(3) The object of this by-law is to validate for the owner and later owners of lot 29 the:

* construction of the Works; and

* give them special privilege to the common property area to which the Works are attached or affixed.

(4) In the event the owners corporation fails to pass this motion by special resolution, a next option available to the Owner (if mediation is unsuccessful) is to lodge an Application against the owners corporation with the NSW Civil and Administrative

Tribunal to obtain orders, inter alia, declaring the owners corporation's refusal to pass the by-law unreasonable and so impose the by-law on the owners corporation.

(5) Clause 15 of Schedule 2 of the Real Property Regulations 2014 (NSW) states:

"SCHEDULE 2 - Requirements for certain instruments

15. Annexures, additional sheets or inserted sheets may be prepared by means of a photographic or similar process approved by the Registrar-General and, if so prepared:

(a) must comply with items 1-14, and

(b) must contain only printing that is permanent and legible with a dense black image free from excessive background, and



By-Laws

Strata Plan 96472 473-477 BURWOOD ROAD BELMORE

- (c) must be so prepared that the process does not affect the quality of the paper, and
- (d) must not include photographs, except with the consent of the Registrar-General, and
- (e) must be authenticated by original signatures."
- (6) Once this bylaw is passed by the owners corporation, the proposed Change of Bylaw form to be registered at the Registrar-General's office shall omit all annexures due to:
 - a. the contents of clause 15(d);
 - b. the bulk of the annexures; and
 - c. the owners corporation will have on record (for at least seven years: s 180) all annexures considered at the general meeting when a vote was taken on this bylaw. A search of the owners corporation's records may be conducted to obtain a copy if still retained by the owners corporation. The solicitors' records are destroyed after seven years. The Owner should permanently keep a full copy of this by-law motion, the annexures and the minutes of the meeting.
- (7) This by-law and these notations have been prepared by Mrs Sharon Banning, strata and building defects lawyer on behalf of Owner.

18 Enforcement of By-Laws

Registration Date: 25/05/2023

Compliance with By-Laws

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law

- a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.
- b) The Owners Corporation may enforce a By-Law by legal means.
- c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
- d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
- e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
- f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach

Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
- b) A fee of \$100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Report Date: 25th May 2023



By-Laws

Strata Plan 96472 **473-477 BURWOOD ROAD BELMORE**

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the owner/s of the Lot.

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

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'Strata Manager' means the Strata Managing Agent for the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015 (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

19 Lot Owner Charges

Registration Date: 25/05/2023

Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights

a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):

I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.

II. Administrative Fees imposed to arrange afterhours emergencies.

III. By-Law Breaches

IV. Fines for the late submission of the A.F.S.S.

V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).

VI. Security key and key fob/swipe Administration Fees

VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.

VIII. Levy Notice Postage Fees.

IX. Arranging repairs and maintenance for Lot property items.

X. Animal/Pet request Application Fees, including the addition of approved animals to a pet register where applicable.

XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.

XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.

XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.

b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Owners Corporation Obligations & Rights

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.

b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.

c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.

Report Date: 25th May 2023



By-Laws

Strata Plan 96472 473-477 BURWOOD ROAD BELMORE

d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

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

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

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

'Occupier' means the Occupier of a Lot.

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

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

BL16 Keeping of Animals amended as follows:

Registration Date: 22/03/2022

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

1. The Keeping of Animals

The Owner or Occupier of a lot may keep:

a) goldfish or other similar fish in a fish tank or indoor aquarium;

b) canaries, budgerigars or similar birds kept indoors at all times;

c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and

d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

2. Informing the Owners Corporation

The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

3. Unreasonable Interference

The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:

a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or



A handwritten electronic signature in black ink.

By-Laws

Electronic signature of me, Anita Dalag,
affixed by me, on 25/05/23 at 11:20 AM
Property & Stock Agent Act 2002 Licence No
867112

Strata Plan 96472

473-477 BURWOOD ROAD BELMORE

- b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
- d) the animal repeatedly causes damage to the common property or another lot, or
- e) the animal endangers the health of another occupant through infection or infestation, or
- f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
- g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
- h) for a dog kept on a lot
- i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
- ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
- iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

4. Controlling Animals

If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:

- a) another Apartment; or
- b) Common Property.

The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

5. Cleanliness

An Owner or Occupier of a lot must:

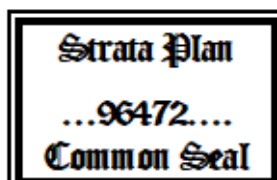
- a) ensure that their pet(s) are kept in a clean and hygienic condition;
- b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
- c) keep any pet litter tray or box clean and odour free;
- d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and
- e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

6. Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:

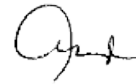
- a) A fee of \$50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
- b) A fee of \$100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.

Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.



Report Date: 25th May 2023

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Electronic signature of me, Anita Dalag,
affixed by me, on 25/05/23 at 11:20 AM
Property & Stock Agent Act 2002 Licence No
867112

CHANGHWAN LEE & JIYUN SEO

AND

THE OWNERS – STRATA PLAN 96472

LEASE AGREEMENT



PBL Law Group

Suite 505, 350 George Street, Sydney NSW 2000
PO Box 52, Gosford NSW 2250
Phone: 02 4305 3500
Email: hello@pbl.legal
Ref: RRK:SLB:223472



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one gender include all genders, and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;

- (c) Grammatical forms of defined words or phrases have corresponding meanings.
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales.
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day.
- (g) Headings of clauses and sub clauses have been inserted for guidance only and will not be deemed to form any part of the context of this agreement.
- (h) References to a party are intended to bind their executors, administrators and permitted transferees.
- (i) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.
- (j) In the interpretation of this agreement no rules of construction will apply to the disadvantage of one party on the basis that party put forward this agreement or any part of this agreement.

2. Definitions

Unless otherwise specified in this agreement:

- (a) 'Authority' means any statutory, public, municipal, governmental (in any jurisdiction) or any other authority of any kind having jurisdiction, rights, powers, duties or responsibilities over the Building or any part of them or anything in relation to them.
- (b) 'By-law' means the by-law granting exclusive use of the Exclusive Use area and which is attached to this Agreement.
- (c) 'Commencing Date' means the date stated in item 1.
- (d) 'Exclusive Use Area' means the common property described in item 2.
- (e) 'GST' includes any State or Federal goods and services tax, value added tax, consumption tax, gross receipt tax, or any other tax or charge of a similar nature including such tax under A New Tax (Goods and Services Tax Act) 1999 (Cth) as amended from time to time.
- (f) 'Item' means the relevant item number in the Reference Schedule.
- (g) 'Lease' means this agreement and includes any schedules and annexures hereto.
- (h) 'Lease Area' means that part of lot 4 described in Item 3.
- (i) 'Rent' means the fee stated in Item 4.

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- (j) 'Lessee's owners and occupants' means each and every owner or occupant of a lot in the Building.
 - (k) 'Lessee's bicycles' means the bicycles belonging to the Lessee's Owners and Occupants permitted to be parked in the Lease Area in accordance with this agreement.
 - (l) 'Lessor's occupants' means the persons with the legal right to occupy lot 4.
 - (m) 'Lodging Agent' means a person or entity appointed under clause 3.2.
 - (n) 'LPI' means Land and Property Information New South Wales.
 - (o) 'Instruments' means:
 - (i) the By-law; and
 - (ii) this Lease Agreement;that are granted by the Parties to each other the terms of which will include any terms required by this agreement.
 - (p) 'Plan' means the pages of the strata plan identifying the Exclusive Use Area and Lease Area annexed to this agreement.
 - (q) 'Premises' means the Building located at 473-477 Burwood Road, Belmore
 - (r) 'Statutes' means any legislation, statutes, rules, regulations, ordinances, proclamations, by-laws, present or future or amending, consolidating or replacing the same.
 - (s) 'Term' means the period stated in Item 5 of this agreement.
 - (t) 'Terminating date' means the date stated in Item 6.

3. Acknowledgments and Agreements

(a) Creation of By-law

The Parties acknowledge and agree that:

- (i) The Lessee resolves the By-law in favour of the Lessors for the exclusive use of the Exclusive Use Area as a car parking space for the Owners/Occupants of lot 4, effective immediately subject to the Lessors granting a Lease in favour of the Lessee in clause 3.(b)(i);
- (ii) It is intended that the Exclusive Use Area will be under the sole control of the Lessors or the Lessor's occupants;
- (iii) The resolution of the By-law is subject to the granting of the Lease.

(b) Creation of Lease

The Parties acknowledge and agree that:

-
- (i) The Lessors grant a Lease in favour of the Lessee for the Lease Area as a bicycle parking area for use by the Lessee's owners and occupants of the building, effective immediately subject to the resolution of the By-law in favour of the Lessors in clause 3.(a)(i).
 - (ii) It is intended that the Lease Area will be under the sole control of the Lessee;
 - (iii) The granting of the Lease is subject to the resolution and registration of the by-law and any consents required by the Lessor for the Lease.

(c) Repeal By-law and Termination of Lease

- (i) The Lessee agrees that it will not resolve to repeal the By-law unless the Lease expires, the Lessors agree in writing to the Lease being terminated or in the event the Lease is terminated or comes to an end in accordance with clause 14 of the Lease.
- (ii) Subject to clauses 5 ,6 and 14 of this agreement, the Lessors agree that it will not release or otherwise terminate the Lease during the Term of the Lease unless the By-law has been repealed by the Lessee.
- (iii) The repeal of the By-law must be registered simultaneously with the release of the Lease.

4. Instruments

(a) Execution of Instruments

Within fourteen (14) days of the resolution of the By-law, the Lessor will cause the Instruments to be produced to the Parties for execution.

(b) Registration of Instruments

The parties must give a Consolidation/Change of By-Laws to a Lodging Agent nominated by the Lessee to attend to registration at the LPI for registration within six months from the date of resolution of the Lessee.

(c) Instruments binding

The Parties are bound by the Instruments from the date of this Agreement though the instruments may not have been executed or registered on that date.

5. Term of Lease

The Term of the Lease will take effect from the Commencing Date and will end on the Terminating Date.

6. Option to renew Lease

At the end of the Term the Lessee may exercise an option to renew for a further Term as stated in Item 7.

7. Rent

- (a) The Lessee must pay the Lessor an Annual Rent and this amount is payable in one (1) annual instalment in advance by invoice of the Lessor.
- (b) The payments made for each year are non-refundable.

8. Charges and Levies

The Lessor will be responsible for the payment of all charges or levies imposed by any Statutes or Authorities.

9. GST

- (a) The Lessee acknowledges that Rents and all other monetary sums referred to or calculated in accordance with this agreement are exclusive of GST and any GST payable by the Lessee under this clause is additional to the Rents and other monetary sums referred to or calculated in accordance with this agreement.
- (b) The Lessee must pay to the Lessors any GST payable or which may become payable as a result of the grant of the Lease or on any Taxable Supply made by, under or in connection with this agreement.
- (c) The Lessee must pay the GST to the Lessors at the same time as the Lessee is required to make payment for the relevant supply at the rate prescribed by law from time to time for GST.
- (d) The Lessors will issue a Tax Invoice and such other documentation as prescribed by law to the Lessee.
- (e) Any term used in this agreement that has a defined term in the GST has the same meaning in this agreement.

10. Lessee's covenants

The Lessee must ensure that it and the Lessee's owners and occupants:

- (a) Only park the Lessee's bicycles in the Licensed area.
- (b) Observe any rules and regulations and other requirements from time to time made by the Lessors in connection with the use of the Lease Area and comply with the instructions shown on any notices exhibited by the Lessor in the Lease Area.
- (c) Do not do any act matter or thing which will be a nuisance, annoyance or obstruction to the Lessor or other users, occupants or Lessees of the Lease Area or any other improvements on the Land or of any nearby properties.
- (d) Do not do any act matter or thing which might endanger or damage the Lease Area or the Premises or any other improvements on the Lease Area or any motor vehicles, equipment, chattels or goods within the Lease Area.
- (e) Only use the Lease Area for the purpose of parking bicycles and which belong to the Lessee Lessee's owners or occupants.
- (f) Do not clean, grease, oil, repair or wash the Lessee's bicycles in the Lease Area.

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- (g) Do not place any rubbish in or near the Lease Area.
 - (h) Keep the Lease Area clean and tidy.

11. Nature of Lease

The Lessee acknowledges that:

- (a) The use or occupation by the Lessee of the Lease Area will not exclude the right of the Lessor to possession thereof nor confer on the Lessee any interest in the Land.
- (b) This agreement is not to be construed as a bailment or tenancy and will confer upon the Lessee a personal right only.
- (c) The Lease does not confer upon the Lessee any estate or interest in the Lease Area and legal possession and control remains at all times with the Lessor.

12. Assignment

- (a) This agreement is not capable of being transferred, assigned or charged to any other party or dealt with in any other manner.
- (b) The Lessor may assign, novate or deal with any of its rights and obligations under this agreement.

13. Indemnities and risk

- (a) The Lessee will indemnify and keep indemnified the Lessors from and against all actions, claims, notices, losses, damages, costs and expenses to which the Lessors will or may become liable in respect of any loss or damage to any property or death or injury to any person caused or contributed to by the Lessee or the Lessee's owners and occupants or arising out of the use of the Lessee's bicycles or any other item brought onto the Licensed Area by the Lessee or the Lessee's owners and occupants except to the extent that the same is caused by the wilful act or omission or negligence of the Lessors.
- (b) The Lessee's bicycles are parked in the Licensed Area at the risk of the Lessee's owners and occupants, and the Lessors will not be responsible for:
 - (i) any loss or damage that the Lessee's bicycles or any other item may sustain while entering, leaving or being in the Licensed Area or for any loss or damage to anything attached to or contained in such bicycle (whether or not belonging to the bicycle); and
 - (ii) death or injury to persons using any bicycle on or near the Licensed Area.
- (c) Without limiting the generality of clause 13.(b) the Lessors will not be liable for loss or damage caused by:
 - (i) the movement of items or the Lessee's bicycles on the Lease Area by any person whether or not authorised by the Lessor;
 - (ii) the theft or improper removal of a bicycle from the Lease Area or the theft of any of the parts, equipment or contents of the same;

-
- (iii) fire, water, sprinkler malfunction or the malfunction of any other equipment in the Lease Area or neighbouring areas; and
 - (iv) other bicycles and/or persons entering the Lease Area whether for the purpose of parking, delivery, receiving goods or otherwise.
 - (d) The Lessee will insure and keep insured the Lessee's bicycles against third party injury and will upon request produce to the Lessor all such policies of insurance and receipts for premiums.
 - (e) The Lessor will not be under a duty to check the identity, authority or bona fides of any person seeking to remove any bicycle parked in the Lease Area.

14. Default and termination

- (a) The Lease will terminate at the option of the Lessor upon default by the Lessee under this agreement and if the Lessee, after receiving notice in writing from the Lessor to that effect, fails for a period of 14 days to rectify that default.
- (b) On the expiry or earlier termination of the Lease, the Lessee will promptly remove the Lessee's bicycles from the Licensed Area and in default of this obligation, the Lessors will be entitled to remove and deal with (including by way of disposal) the Lessee's bicycles in such manner that the Lessors considers appropriate and whatever the Lessors will do or purport to do in good faith will be deemed to be done with full authority of and as agent for and at the risk of the Lessee.
- (c) A breach of any covenant on the part of the Lessee contained in this agreement by the Lessee or the Lessee's owners and occupiers will constitute a breach of the terms of this agreement by the Lessee and if it is a persistent breach of the terms of this agreement then the Lessors may direct that the person concerned will not be entitled to use the Licensed Area, and the Lessee must then use its best endeavours to prevent the use by that person of the Licensed Area.
- (d) If for any reason it should become illegal or not permissible for reasons beyond the control of the Lessors for the Licensed Area to be used for bicycle parking the Lessors may immediately terminate the Lease.
- (e) The Lessee will pay to the Lessors interest at the rate of 10% per annum on any money due but unpaid for 14 days by the Lessee to the Lessors on any account whatsoever which interest will be calculated from the due date for payment of such moneys until payment in full and will be recoverable in the same manner as the Rent in arrears.
- (f) In the event the Lease is terminated for any reason under this clause 14, then the Lessee is entitled to repeal the By-law that runs in conjunction with the Lease in favour of the Lessor.
- (g) At the expiry of the Lease, the Lessor will be required to repeal the By-law in accordance with 3(c) of the agreement.

15. Costs

Each of the parties will pay their own legal costs of and incidental to this agreement PROVIDED that if the Lessee is in default of the Lease, then the Lessor will be

responsible for any costs reasonably incurred by the Lessors (including legal costs) in taking advice and or enforcing the terms of this agreement.

16. Waiver

- (a) No condition or obligation expressed or implied in this agreement will be deemed to have been waived by the Lessor unless such waiver is in writing and signed by or on behalf of the Lessor.
- (b) Any waiver by any party to a breach of this agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

17. Caveats

The Lessee must not lodge a caveat against the Land in relation to the Lease.

18. Damage or destruction

- (a) If the Premises or any part of it is damaged or destroyed so that the Lease Area or any part of them are wholly or substantially inaccessible or unfit for occupation (having regard to the nature and location of the Premises and the normal means of access) then until the Lease Area has been restored or made fit for the occupation and use or accessible to the Lessee (as appropriate):
 - (i) the Rent or a proportionate part of the Rent according to the nature and extent of the damage or destruction sustained, abates; and
 - (ii) all remedies for recovery of the Rent (or that proportionate part, as the case may be), falling due after that damage or destruction are suspended.
- (b) Unless the Lessor notifies the Lessee as soon as is reasonably practicable after that destruction or damage occurs that it intends to reinstate the Building and/or Lease Area and/or make the Premises and/or Lease Area fit for occupation and use and/or accessible to the Lessee (as appropriate), this agreement may be terminated by not less than three months' notice by either party.
- (c) If the Lessor notifies the Lessee of its intention to make good the destruction or damage under clause 17(b) and:
 - (i) does not make good the destruction or damage within a reasonable time (having regard to the nature and extent of the damage or destruction and the time expected to commence and to commence carry out and complete the necessary works), the Lessee may notify the Lessor of its intention to terminate the Lease; and
 - (ii) if the Lessor after receiving notice from the Lessee of its intention to terminate this agreement does not proceed with reasonable expedition and diligence to commence or carry out the necessary works, the Lessee may terminate the Lease by giving not less than one month's notice to the Lessor and at the end of that second notice the Lease will be at an end.
- (d) The provisions of clauses 17(a) to (c) do not apply where:
 - (i) the damage or destruction has been caused or contributed to, or arises from, any deliberate act or omission of the Lessee; and

-
- (ii) any insurance policy or policies for the Premises, or any part of it, has been avoided, or payment of the policy money refused or reduced, as a result of that act or omission.

19. Amendment

An amendment or variation to this agreement is not effective unless it is in writing and signed by all the parties.

20. Dispute resolution

If a dispute arises between the parties, the complainant must not commence any court or tribunal proceedings, except where that party seeks urgent interlocutory relief, unless it has first complied with this clause:

(a) Notification

The complainant must inform the respondent in writing of the following:

- (i) The nature of the dispute;
- (ii) The outcome the complainant desires, and
- (iii) The action the complainant believes will settle the dispute.

(b) Endeavour to resolve dispute

On receipt of the complaint by the respondent, both parties will make every effort to resolve the dispute by mutual negotiation within 14 business days.

(c) Mediation

- (i) If the dispute is not resolved within 21 business days of the respondent receiving notice, either party may refer the dispute to mediation administered by the Department of Fair Trading.
- (ii) The mediation must be conducted in accordance with the Department of Fair Trading guidelines operating at the time the dispute is referred to mediation.
- (iii) The guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- (iv) The terms of the guidelines are deemed incorporated into this agreement.
- (v) Each party must attend the mediation.
- (vi) The parties are equally liable for the cost of mediation unless otherwise agreed upon in writing.
- (vii) Each party will pay their own cost of attending the mediation.
- (viii) This clause does not affect the rights of a party to the agreement to take legal proceedings under the agreement.

(d) **Right to terminate**

If the dispute has not been resolved after 30 days from commencement of mediation, either party may request the mediator to terminate the mediation.

(e) **Survival of this clause**

This clause survives termination of this agreement.

21. Entire agreement

This agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this agreement. This agreement also runs in conjunction with the By-law that is interrelated with this agreement and forms part of the entire agreement.

22. Severance

If anything in this agreement is unenforceable, illegal or void, it is severed and the rest of the agreement remains in force.

23. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

24. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

Reference Schedule

Item 1	Commencing Date	
Item 2	Exclusive Use Area	The bicycle parking area located on the southern corner of the lower basement, directly opposite the car wash bay, within the building, measuring approximately 6.29m x 2.7m (being approximately 15m ²) shown on page 2 of 10 sheets in Strata Plan 96472.
Item 3	Lease Area	That part of lot 4 which is the car parking space located on the upper basement within the building, measuring approximately 5.4m x 2.43m (being approximately 13.12m ²) shown on page 3 of 10 sheets in Strata Plan 96472
Item 4	Rent	\$1.00 plus GST per annum.
Item 5	Term	Five (5) years.
Item 6	Terminating date	
Item 7	Option to renew	Nil.

Annexure – By-law

LOT 4: EXCLUSIVE USE OF BICYCLE PARKING AREA

1. DEFINITIONS

- (a) In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
 - (i) "Act" means the Strata Schemes Management Act 2015 (NSW).
 - (ii) "Lot" means lot 11 in Strata Plan No 96472.
 - (iii) "Exclusive Use Area" (EUA) means the bicycle parking area located on the southern corner of the lower basement, directly opposite the car wash bay, within the building, measuring approximately 6.29m x 2.7m (being approximately 15m²) shown on page 2 of 10 sheets in Strata Plan 96472.
 - (iv) "Owner" means the registered owner of the Lot and successors in title.
- (b) Where any words used in this by-law are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act.

2. RIGHTS

The Owner is conferred with the exclusive use and enjoyment of the EUA SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

(a) MARKING OF BORDER

No further marking of borders is required.

(b) INDEMNITY & INSURANCE

The Owner shall:

- (i) not do or suffer to be done on the EUA any act or thing by reason of which any increased or extra premium may become payable by the owners corporation for the insurance of the parcel or any part thereof;
- (ii) 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 the use of the EUA.

(c) MAINTAIN COMMON PROPERTY

The Owner must maintain and keep the EUA in a good, clean and serviceable repair and condition including clean of grease and oil.

(d) STATUTORY BY-LAWS

The Owner must comply with statutory by-law 17 (re appearance) at all times.

(e) NO ASSIGNMENT

- (i) The Owner must not assign, sublet or part with possession of the EUA or any part thereof.
- (ii) Nothing in this by-law prohibits a tenant of the Lot from using the EUA.

(f) FIRE SAFETY

The owners of the lot must ensure that they comply with all current fire safety regulations and that the EUA is all times maintained so as to comply with such regulations and any future fire safety or other regulations that may be imposed upon such installations.

(g) LEGISLATION

Nothing in this by-law shall be construed so as to release any owner or occupier of any of the lots from the obligation to comply with the Act, Regulations or the by-laws applicable to the strata scheme.

(h) ENTRY

Notwithstanding anything herein contained, the owners corporation, its agents and servants may enter upon the EUA for the purpose of inspecting and (in default of such by the Owner), maintaining and repairing the same and for the purpose of ensuring that the by-laws of the strata scheme are observed.

(i) USE

The Owner must not, without the written consent of the owners corporation, maintain within the EUA anything visible from outside the EUA that, viewed from outside the EUA, is not in keeping with the rest of the building or other car spaces or storage rooms in the building.

(j) BY-LAW DEFAULT

Without prejudice to the other rights of the owners corporation where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may enter upon the EUA in accordance with s 122 of the Act for that purpose and may recover the costs of fulfilling such condition as a debt from the Owner.

(k) FEE

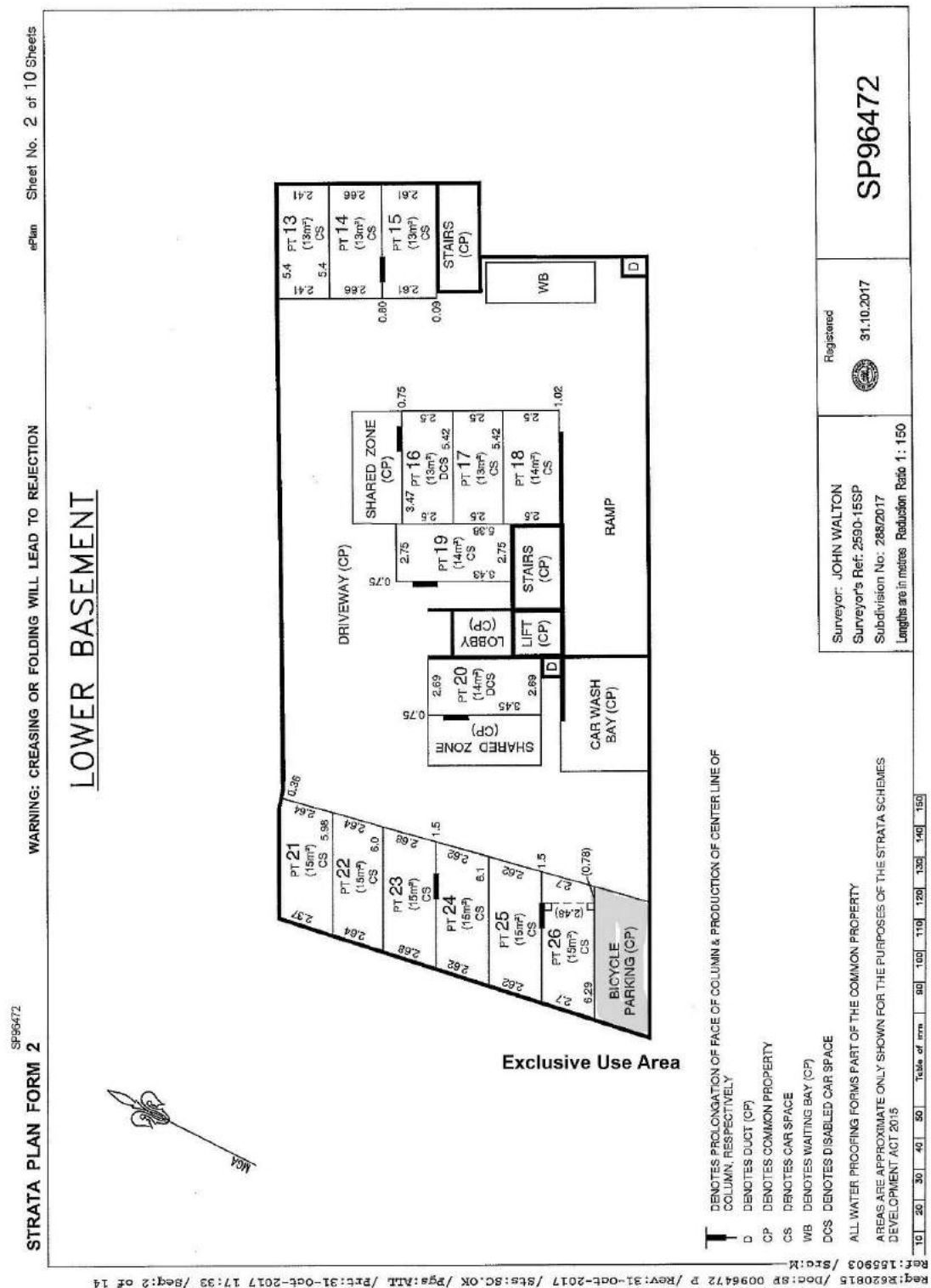
- (i) The rights given by this by-law are given to the Owner are subject to the payment of an annual occupation fee (called "the Fee").
- (ii) Within 14 days after the date of registration of this by-law the Owner must pay the Fee defined in (iii) to the owners corporation.
- (iii) The Owner must pay the owners corporation the Fee of \$1.00 plus GST (if applicable) payable in one (1) annual instalment in advance by invoice of the owners corporation
- (iv) If the Fee is not paid within the 14 days, the Owner must pay interest to the owners corporation on the Fee (or such part thereof as is unpaid) at the rate

of interest applicable to default judgments by or under the Civil Procedure Act 2005 (NSW) calculated on a daily basis.

3. BY-LAW SUBJECT TO LEASE AGREEMENT WITH OWNERS CORPORATION

This by-law is subject to the Owner agreeing to the granting a Lease and entering into a Lease Agreement with the owners corporation over the car parking space which forms part of lot 4 and is located on the upper basement within the building, measuring approximately 5.4m x 2.43m (being approximately 13.12m²) shown on page 3 of 10 sheets in Strata Plan 96472.

Annexure – Plan



Execution page

EXECUTED AS AN AGREEMENT

Executed by Changhwan Lee in the presence of

Changhwan Lee

Witness signature

Witness name

Executed by Jiyun Seo in the presence of

Jiyun Seo

Witness signature

Witness name

The Common Seal of the Owners Corporation of Strata Plan 96472 is affixed in the presence of

Name
Being a person authorised by s273 of the *Strata Schemes Management Act 2015 (NSW)* to attest to the affixing of the common seal

Name
Being a person authorised by s273 of the *Strata Schemes Management Act 2015 (NSW)* to attest to the affixing of the common seal

CONSENT TO BY-LAW

TO: The Secretary
The Owners - Strata Plan No. 96472
The Strata Manager

AND: The Registrar-General
SYDNEY NSW 2000

Dear Sir/Madam,

CONSENT TO BY-LAW

In accordance with s 143 of the Strata Schemes Management Act 2015 (NSW), we consent to the owners corporation making the following by-law(s) conferring rights of exclusive use and enjoyment and its conditions in respect of the lot number specified or referred to in the by-law:

**See Annexure - Strata Plan No. 96472
Lot 6 - Proposed Exclusive Use By-Law**

Yours faithfully

Changhwan Lee
Lot 4 in strata plan 96472

Date: _____

Jiyun Seo
Lot 4 in strata plan 96472

Date: _____

SP 96472
SBL - 17 LOT 29

Plumber
Steven Sassine 0447711299
Company Details
Get Connected Plumbing Pty Ltd
Lic #354483c

**Business Insurance
Certificate of Currency**



Policy Number: GA701690396BUSP

Certificate Date 17 October, 2022

Hollard Commercial Insurance
Level 12, 465 Victoria Ave
Chatswood NSW 2067
T 1300 306 226

Insurer

The Hollard Insurance Company Pty Ltd

Important Information

This Certificate of Currency is issued as a matter of information only and confers no rights upon the certificate holder.

Period of Cover 17/10/2022 to 17/10/2023 at 4pm

Insured

Insured Name Get Connected Plumbing Pty Ltd

Address

34 Cadman Crescent
CASTLE HILL, NSW, 2154

Policy Wording

HCI Steadfast Client Trading Platform Business Insurance Policy Wording HCI SCTP BI 012022 Effective
Date 1 January 2022

Situation Details

Situation: 34 Cadman Crescent CASTLE HILL NSW 2154 (Principal)

Business Details

Selected Occupation Plumber (excl. Vic Plumbers)(incl. Non-Domestic)

Interested Parties

No Interested Parties noted

Public and Products Liability cover section

	Limit of liability
General Liability and Products Liability	\$ 20,000,000

Additional benefit

Property in Your physical or legal control	\$ 250,000
--	------------

Geographical Limit: means:

- a) anywhere in the World except North America;
- b) North America but only with respect to:
 - i) overseas business visits by any of Your directors, partners, officers, executives or Employees, who are non-resident in North America but not where they perform manual work in North America;
 - ii) Products exported to North America without Your knowledge.

LIMITS OF LIABILITY

- a) for General Liability the limit of liability specified in the Policy Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims arising out of any one Occurrence;
- b) for Products Liability the limit of liability specified in the Policy Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance.

This policy is issued by Hollard Commercial Insurance Pty Ltd (ABN 86 603 039 023, AFSL 474540) (HCI), acting under a binder as agent for the insurer The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436) ('Hollard').

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SBL-17 LOT 29

Electrician
Jeff Mouawad



Level 2, 338 Pitt Street,
Sydney NSW 2000
Phone: 1300 249 268

Certificate of Currency Public Liability

This Certificate:

- is issued as a matter of information only and confers no rights upon the holder;
- does not amend, extend or alter the coverage afforded by the policy listed;
- is only a summary of the cover provided. For full particulars, reference must be made to the current policy wording;
- is current only at the date of issue.

Name of Insured	JEFFERY MOUAWAD Trading As Pro Energy Electrical Services (ABN: 57433270393)
Policy Number	BI2094676BUS
Policy Period	4.00pm Local Standard Time on 07 September 2022 to 4.00pm Local Standard Time on 07 September 2023
Interest Insured	Business Insurance
Situation	104 CHAPEL ST, KINGSGROVE, NSW, 2208
Sum Insured	Public & Products Liability: \$20,000,000
Interested Party	None Noted
Underwriter	The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 AFSL 241436
Signature	
Name of Signatory	Michael Gottlieb (BizCover)
Capacity/Title	Director
Date	14 Sep 2022

Please note

This Certificate is issued subject to the policy's terms and conditions and by reference to the Insured's declaration. The information set out in this Certificate is accurate as at the date of signature and there is no obligation imposed on the signatory to advise of any alterations.

BizCover Pty Ltd (ABN 68 127 707 973, AFSL 501769)
Mail to: Level 2, 338 Pitt Street, Sydney 2000
T: 1300 249 268 (1300 BIZCOVER) E: support@bizcover.com.au



SBL 17 - LOT 29

Ac- Gemini-3

Public & Products Liability Insurance Certificate of Currency



Policy Number: GL20201210-06503994

Date of Issue 08 December, 2021

Insurer

Berkley Insurance Company trading as Berkley Insurance Australia
ABN 53 126 559 706
AFSL 463129
PO Box Q296 QVB NSW 1230

Period of Insurance From 4pm 19/12/2021 to 4pm 19/12/2022

Named Insured

Named Insured

Gemin3 Air Conditioning Pty Ltd, N3 Air Conditioning
Pty Ltd, Geminair Solutions Pty Ltd, Geminair Installs
Pty Ltd

Named Insured ABN

84 628 209 861

Address

Unit 14 29 Governor Macquarie Drive
CHIPPING NORTON NSW 2170

Business

Air Conditioning Installation - Domestic

Business Description

Air Conditioning Installation, Repair and Maintenance

Policy Wording

Steadfast Client Trading Platform (SCTP) Liability Policy 2017

Policy Details

Limits of Liability

Public Liability

\$20,000,000

In respect of any one claim or series of claims arising out of
any one Occurrence

Products Liability

\$20,000,000

In respect of any one claim or series of claims, and in the
aggregate during any one Period of Insurance

Sub-Limits of Liability

Product Recall Expenses

Not Insured

Errors and Omissions

Not Insured

Care, Custody and Control

\$250,000

Optional Extensions

Exports to North America

Not Insured

Endorsements

Care Custody Control Endorsement - Steadfast SCTP Liability 2017

Hot Works Condition - Steadfast SCTP Liability 2017

Listed Human Disease Exclusion - Steadfast SCTP Liability 2017

Queensland Electrical Contractors Endorsement - Steadfast SCTP Liability 2017

Products Liability - Australian Standards Condition - Steadfast SCTP Liability 2017

Sub Contractors Condition \$10m Limit - Steadfast SCTP Liability 2017

Personal Injury to Contractors, Sub Contractors Excess Endorsement - Steadfast SCTP
Liability 2017

Document template version: 02.02.02.00

Page 1 of 1

SBL 17 - LOT 29

icare™

Workers Insurance

Certificate of currency

001142 0552 EMAIL
Eason Yu
GEMIN3 AIR CONDITIONING PTY LTD
Unit 4 29-31 Lexington Drive
BELLA VISTA NSW 2153

Issue date:

13/10/2021

Statement of coverage

The following policy of insurance covers the full amount of the employer's liability under the *Workers Compensation Act 1987 (NSW)*.

Employer name:	Policy number:	Valid:
GEMIN3 AIR CONDITIONING PTY LTD	196565701	30/11/2021 - 30/11/2022
Trading name:	ABN:	ACN:
Gemin3 Air Conditioning	84 628 209 861	628 209 861

Industry classification number (WIC) ³	Number of workers ¹	Wages/units ²
423300 Air Conditioning and Heating Services	20	\$879,182.09

1. Number of workers includes contractors/deemed workers

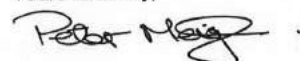
2. Total wages/units estimated for the current period

3. The policy covers all workers employed by the entity named on this certificate in the course of its primary business activity or any other activities ancillary to its primary business activity as required.

Important information

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the *Workers Compensation Act 1987 (NSW)*. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, i.e. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirm that the description of the industry/industries noted is appropriate. A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours faithfully,



Peter Meighan
Underwriting Operations Manager
icare Workers Insurance

icare™ is the brand of Insurance & Care NSW and acts for the Workers Compensation Nominal Insurer ABN 83 564 379 108

SAL 17 - LOT 29

M.M. Farah

Civil/Structural Pty/Ltd
129 Hampden Road
WENTWORTHVILLE NSW 2145
PH: 0411 780 327

STRUCTURAL CERTIFICATE –Existing structures.

Project	Change of use of existing shop
Address	Shop 3/ 477-473 Burwood Road, Belmore.
Item	Core drill through existing concrete slab.

Pursuant to the provisions of Clause 1.2.2 (a) (iii) of the Building Code of Australia 2019 Volume 1

I, Monzer Farah, civil/ structural PEng MIEAust of M.M.Farah Civil/Structural Pty/Ltd.
129 Hampden Rd., South Wentworthville.

Hereby certify:

That a visual inspection was carried out to the existing reinforced concrete slab of the basement slab to determine whether core drilling through the slab can be undertaken. On the day of the inspection the potential tenant was present. The tenant was advised to have the reinforced concrete slab scanned/Xrayed to determine if the reinforced concrete slab can be core drilled without jeopardizing the structural integrity of the existing structures and to locate any services are laid in slab. In addition, an inspection was carried to the underside of the slab in the basement. The inspection of the underside of the slab revealed that the services were hanging from the suspended from the transfer slab.

Upon receipt of the scan/X ray report, we are of the opinion that core drilling through the slab will have no impact on the structural adequacy of the structural elements of the structures. This is based on the fact the scan/X ray report revealed that the transfer slab is not post tension slab.

Please note that this report is to be read in conjunction with the scan/X ray report carried for the slab.

In addition, the contractor is to ensure no drilling is to occur through the load bearing beams. And to have the scan/X ray report present at the time of the core drilling.

We are an appropriately qualified practicing structural engineer and have:

- a) Current professional indemnity insurance appropriate for the size and scope of this project to the satisfaction of the building owner or principal authorizing the design work; and one or more of the following:
 - i. Registration (PRE0001628) with service New South Wales in regards to the building classification, to which this certificate applies/refers.
 - ii. Registration as a professional engineer in this discipline with the appropriate experience and competence in this field; OR
 - iii. Corporate membership in the Institution of Engineers, Australia; OR
 - iv. Eligible to become a corporate member of the Institution of Engineers, Australia and have appropriate experience and competence in this field of engineering.

SBL 17 LOT 29

Relevant qualifications and experience: Civil/Structural PEng MIEAust.
Engineer Membership No. 1146394 Phone: 0411 780 327



Signature

Date 25/10/2022

RENOVATION APPLICATION FORM

SBL 17 - LOT 29



NETSTRATA

EST 1996

Applicant Details:



Date of Application:

30/11/22

Strata Plan Number:

SP96472

Applicant Name(s):

Dodie Jury

Apartment Number:

Shop 3

Lot Number:

PT 29

Full Property Address:

473- 477 Burwood road, Belmore

Mobile Phone Number:

0451815085

Home Number:

Email Address:

Director@dodiejay.com

Details of Proposed Renovations:



Type of Renovation:

Retail fitout renovation

Summary of Proposed Works:

Renovation of the space to suit the use of a hair and beauty salon. There will be a need to connect to the existing plumbing in the basement in order to fit a basin room, bathroom, laundry and staff room. The electrical system will need to be upgraded from a single phase unit to a three phase. This is in order to support the lighting, heating and air conditining systems and the use of heated hair tools.

Proposed Start Date of Renovations:

19/12/22

Expected Duration of Renovations:

3 months

Contractor Name (Company):

See attached.

Contractor Contact Name (Individual):

Contractor Email Address:

Contractor Contact Number:

Contractor Insurance Company:

Contractor Insurance Policy Number:



RENOVATION APPLICATION FORM

SAL 17- LOT 29



Renovation Questionnaire (Please Tick):



- Does the proposed renovation work include the alteration of common walls (boundary walls)? ☐ Yes ☒ No
- Does the proposed renovation work include drilling into a common wall (boundary wall)? ☐ Yes ☒ No
- Does the proposed renovation work include the alteration the ceiling (within the Lot)? ☐ Yes ☒ No
- Does the proposed renovation work include the removal of existing waterproofing? ☐ Yes ☒ No
- Does the proposed renovation work include the alteration of existing plumbing within the Lot? ☒ Yes ☐ No
- Does the proposed renovation work include the alteration of existing electrical wiring? ☒ Yes ☐ No
- Will the proposed renovation work change the outward appearance of the Lot? ☒ Yes ☐ No
- What is the anticipated cost of the renovation work (for strata building insurance purposes)?

Checklist to be Completed & Documents Supplied (Please Tick):



- ☒ Submit the contractor insurance documentation
- ☒ Submit the contractor Trade Licence
- ☒ Submit the plans and specifications of the renovation work
- ☒ Submit scope of work
- ☐ Submit quotation from the chosen contractor that you intend on using
- ☐ Submit proposed warranty information
- ☐ Submit waterproofing certificate (where applicable)
- ☐ Submit building works contracts (where applicable)

For Proposed Air-Conditioning Alterations/Installations:



Brand and Model of Proposed Air-Conditioner:

Daikin single phase inverter FDYAN100AV1/RZA100CV1 unit with 10.0kw

Details of any Penetrations into the Walls of the Lot:

Expanding of the entry door

Details of any External Conduit for Drainage or Electrical Supply:



RENOVATION APPLICATION FORM

SBL 17 - LOT 29

NETSTRATA
EST 1996

For Proposed Bathroom Renovations:

Waterproofing Products to be Used:

Yet to be confirmed

Areas Where Tiling will be Replaced:

In the bathroom and laundry. Otherwise the floor will be polished concrete

Any other Details to Note:

Terms and Conditions:

By signing this Renovation Application, the Owner agrees and acknowledges that:

1. The by-laws for the strata scheme to be complied with at all times.
2. All necessary permissions including building or planning permits have been obtained.
3. All works will be carried out in a safe and workmanlike manner by qualified tradespeople.
4. All contractors visiting the site for the purpose of the Renovations will be informed that the secured common property including the garage area is smoke-free.
5. The Owner indemnifies the Owners Corporation against:
 - Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Renovations;
 - Any amount payable by way of increased building insurance premiums by the Owners Corporation as a direct result of the Renovations;
6. The Owner must, at the Owner's cost:
 - Properly maintain and keep the common property on which the device (which forms part of this application) is erected or attached in a state of good and serviceable repair; and
 - Properly maintain and keep the Renovations in a state of good and serviceable repair and must replace the Renovations (or any part of them) as required from time to time.
7. If the Owner removes the Renovations or any part of the Renovations made under any approval following this application, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.
8. Any loss and/or damage suffered by the Owners Corporation as a result of making the Renovations good may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
9. Major building works like demolition are only permitted from 8am to 5pm Monday to Friday. To preserve amenity for your neighbours, no weekend noise or vibration is allowed except under exceptional circumstances and only then if specific approval is given by the Strata Committee.
10. Every effort will be made by the Owner to minimize the impact of their Renovation works on the amenity of fellow residents or possible damage to common property.
11. All rubbish or waste will be removed from the site daily by the contractors and not placed in the common property rubbish or recycling bins.
12. At the end of each working day, the Owner will inspect common property areas traversed by the contractors and will clean the areas of any building waste, material or dust resulting from the Renovations.
13. If you are not named as Owner on the Lot Title you must attach documentary evidence that you are legally entitled to act on behalf of the Owner, e.g. Company or Trust nominee letter or Power of Attorney.

Acknowledgement and Sign-Off:

I/we acknowledge that I have read/understand the terms and conditions within this application document and the By-Laws of the Strata Scheme. I/We will comply with the conditions imposed.

Name(s) of applicants:

Dodie Jury

Date of Signing:

30/11/22

Signature of Applicant(s):



Email Address: admin@netstrata.com.au Phone: 1300 638 787

SPR 17 LOT 29

Concrete Scan Report

ID: CSS0574JAM
17 Oct 2022

Client	Site
Dodie Jay 473-477 Burwood Rd Belmore NSW 2192 Contact: Dodie (0451 815 085)	Dodie Jay - Shop 3 473-477 Burwood Rd Belmore NSW 2192 Contact: Dodie (0451 815 085)

Client PO#	N/A	Instrument #1	MALA CX GPR / 1.6GHz-EM
Client Reference	Shop 3	Instrument #2	RD7000PL Wand
Targets	<input type="checkbox"/> PT <input checked="" type="checkbox"/> POWER <input checked="" type="checkbox"/> STEEL <input type="checkbox"/> CONDUIT <input type="checkbox"/> STRUCTURAL SCAN <input type="checkbox"/> VOIDING		
Site Markings	<input checked="" type="checkbox"/> CRAYON <input type="checkbox"/> SPRAY MARKS <input type="checkbox"/> TAPE <input type="checkbox"/> TARGET STICKER <input type="checkbox"/> OTHER		

Information Summary

Continued scanning from report CSS0571JAM.

Ground Penetrating Radar (GPR) and EM scan of suspended concrete slab to detect and mark reo, beams, potential post-tension cables, services and active live power.

4x areas scanned for multiple proposed core holes and 1 potential extension of door.

Top/front reo marked solid lines, bottom/rear reo marked broken lines. Advise to avoid any markings to reduce risk of cutting through potential conduits clipped to/hidden by reo not detected.

GPR blind spots 70mm off wall marked crosses. No scan data can be collected in this area. Advise to avoid.

- Areas 1-3 - Slab thickness approx 600-700mm. Therefore the slab has been scanned from top and from the soffit as the GPR has a maximum penetration of 350mm.

Reference points have been Pinpointed/transposed from the top of the slab to the soffit to help locate and determine core holes for plumbing as they have not been marked out yet.


- Area 4 - wall thickness approx 170mm.

Advise to pilot drill and inspect underside of slab prior coring.

Potential active live power detected marked orange lines with crosses. Advise to give min 200mm clearance

Please see images below for markings/scan areas.

Operator:	James Kolic	Phone:	0411 133 826
-----------	-------------	--------	--------------

Signature by:	Dodie	
By signing this report, I, the client (or company/client representative) authorise Concrete Scanning Services to undertake the work and acknowledge and accept the Terms & Conditions attached/overleaf. Whilst every effort will be made to identify potential hazards, the deployed technology does not necessarily identify all potential hazards. No representation or warranty is made to the effect that all risk is completely eliminated. Our service is to minimise your risk but we do not promise to eliminate all risk. A risk is still present. Drill at your own risk.		

Concrete Scan Report

S BL 17 LOT 29

ID: CSS0574JAM

Additional Information

Please note: It is not always possible to differentiate between reo, conduits and pipes as they appear the same in GPR scan. It is therefore not possible to detect some live services such as lighting circuits, low voltage, OF, fire and telco services potentially buried in slab. These services cannot be detected in GPR or passive EM scan. GPR scan attempts to detect anomalies and irregularities in the reinforcement layout which could indicate the presence of conduits. The reinforcement density and irregular pattern in the area scanned made any attempts in detecting potential conduits/services difficult. Risk is still present. Advise to avoid cutting through any markings to reduce risk. Advise to get electrician to inspect and isolate lighting and other circuits in slab prior cutting.

DISCLAIMER

It should be noted that the attached results are the result of an interpretation of the collected data. Whilst state-of-the-art instrumentation and qualified personnel have been utilised for this survey there are circumstances under which the interpreted result can differ from the actual sub surface data. Results provided may have a tolerance of up to +-20%. The author accepts no responsibility for actions or decisions made on the basis of the presented result. The results are presented for the clients' review only and should not form the sole basis of any decision or action made in relation to this project.

This report has been prepared for the use of the client as listed on page 1 in accordance with general accepted consulting practice. No other warranty, expressed or implied, is made as to the professional advice included in this report.

This report was prepared on completion of the fieldwork/processing and is based on conditions encountered and reviewed at the time of preparation. Concrete Scanning Services disclaims responsibility for any discrepancies or any changes that might have occurred after this time.

This report should be read in full, no responsibility for use of any part of this report in any other context or for any other purpose or by third parties. This report does not purport to give legal advice. Only qualified legal practitioners can give legal advice.

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If it is found that the actual locations differ from the interpreted result the author should be contacted immediately.

Yours Faithfully

Concrete Scan Report

SBL 17 - LOT 29

ID: CSS0574JAM

Page 8



Area 1



Soffit area 1

Concrete Scan Report

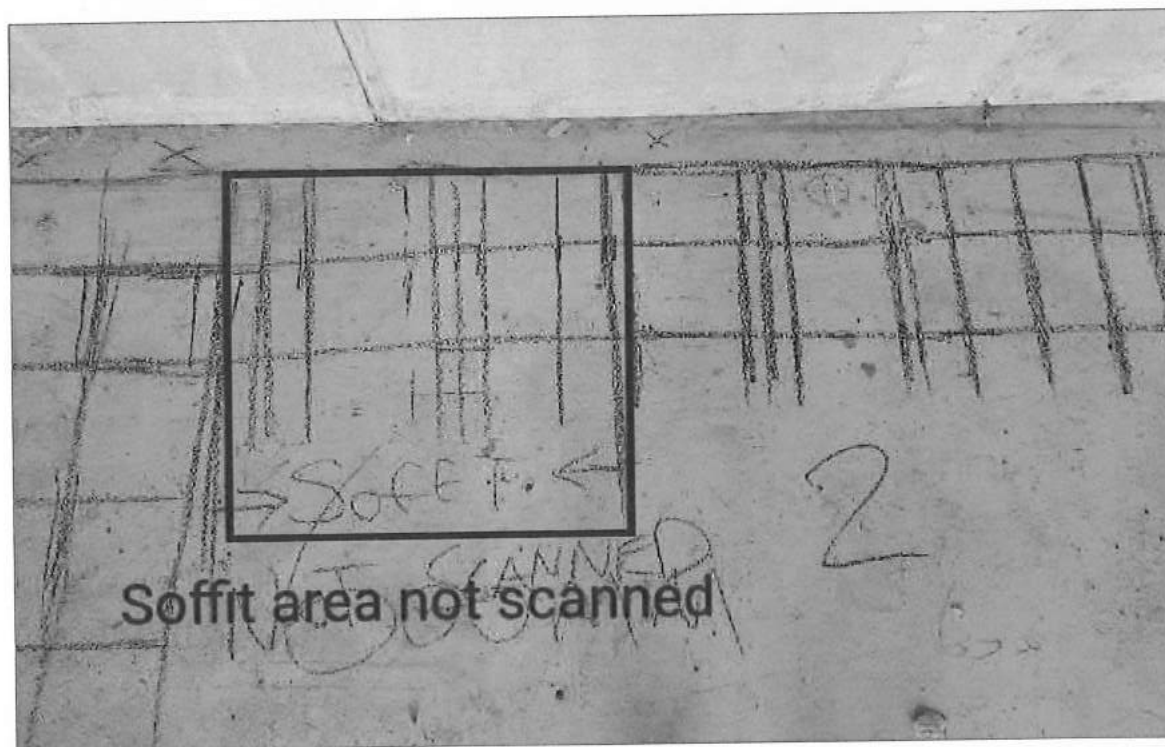
SBL 17 LOT 29

ID: CSS0574JAM

Page 4



Area 2



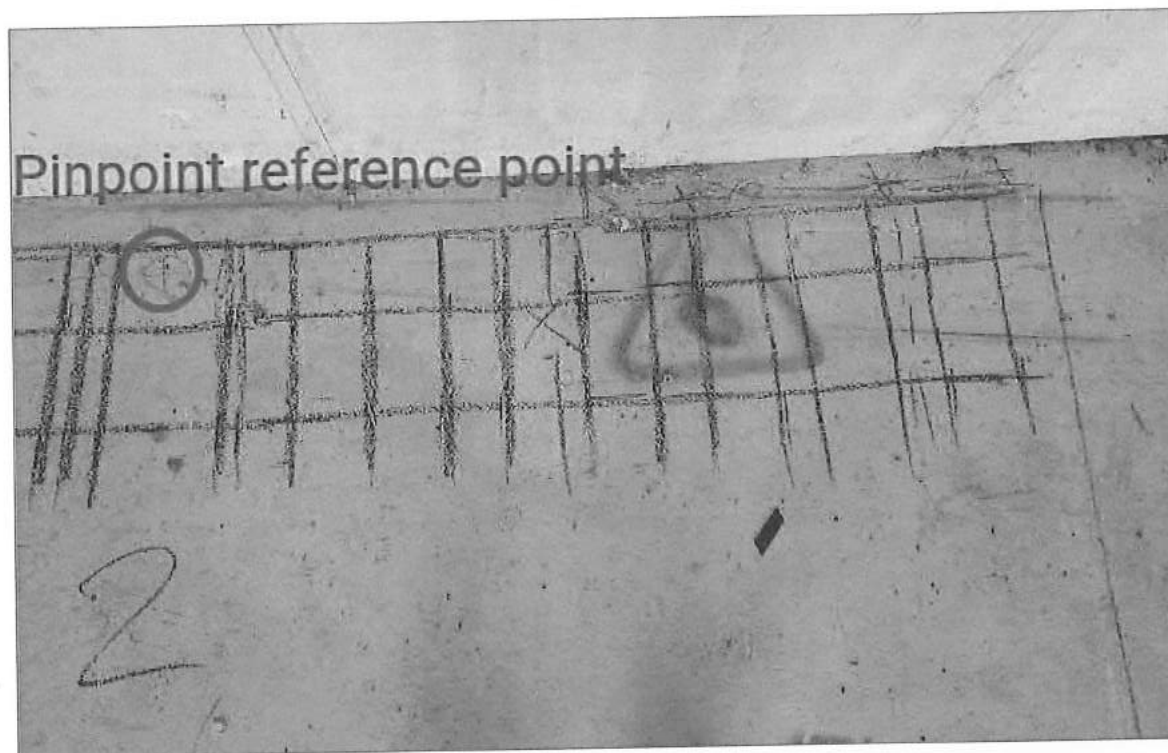
Area 2

Concrete Scan Report

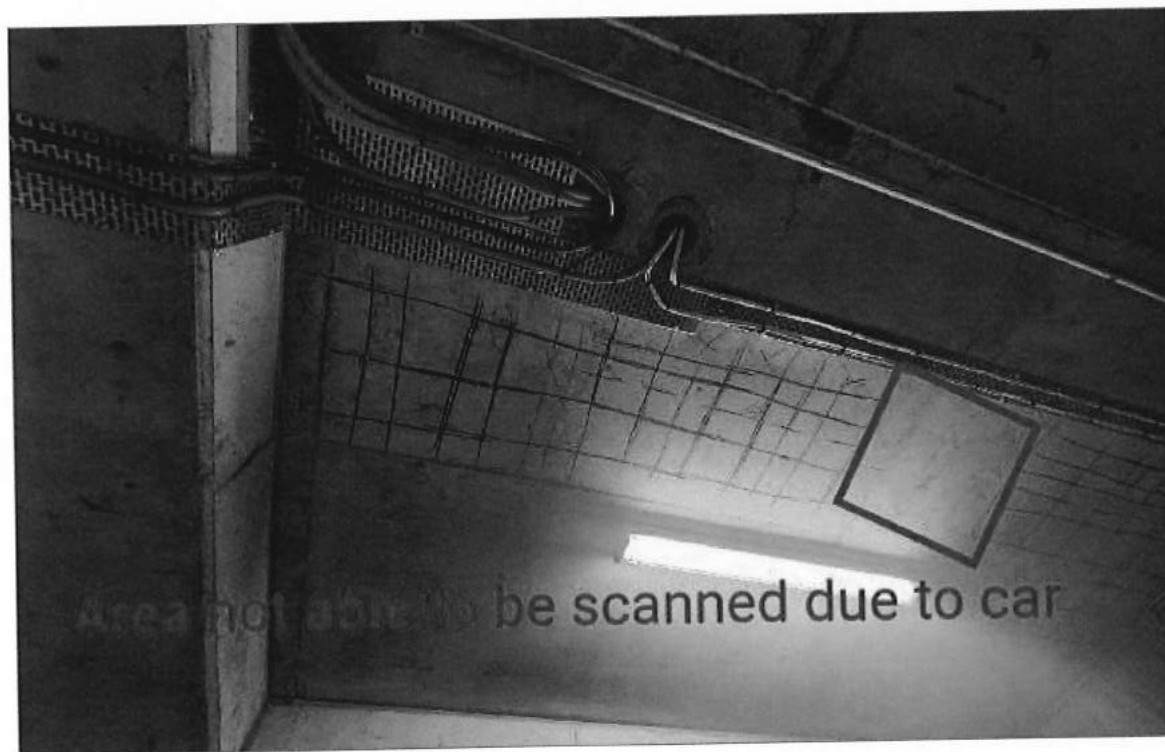
SBL 17 LOT 29

ID: CSS0574JAM

Page 5



Area 2



Soffit area 2

Concrete Scan Report

SBL 17 - LOT 29

ID: CSS0574JAM

Page 6



Soffit area 2



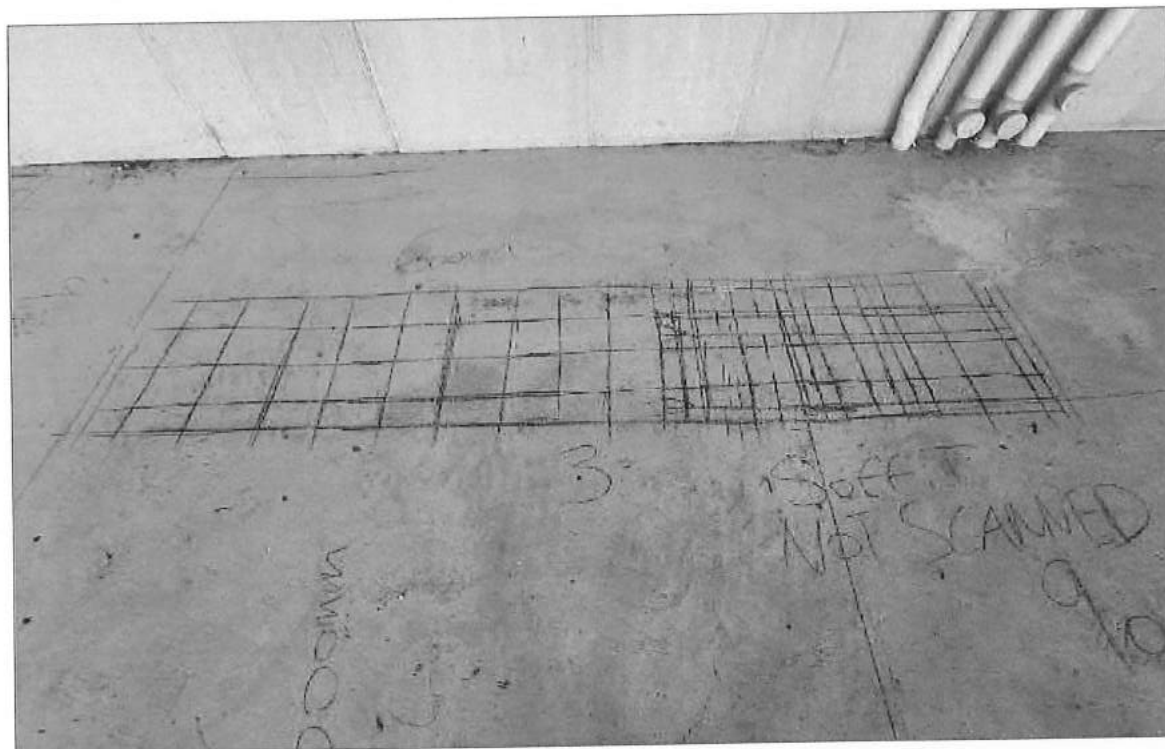
Soffit area 2

Concrete Scan Report

SBL 17 LOT 29

ID: CSS0574JAM

Page 7



Area 3

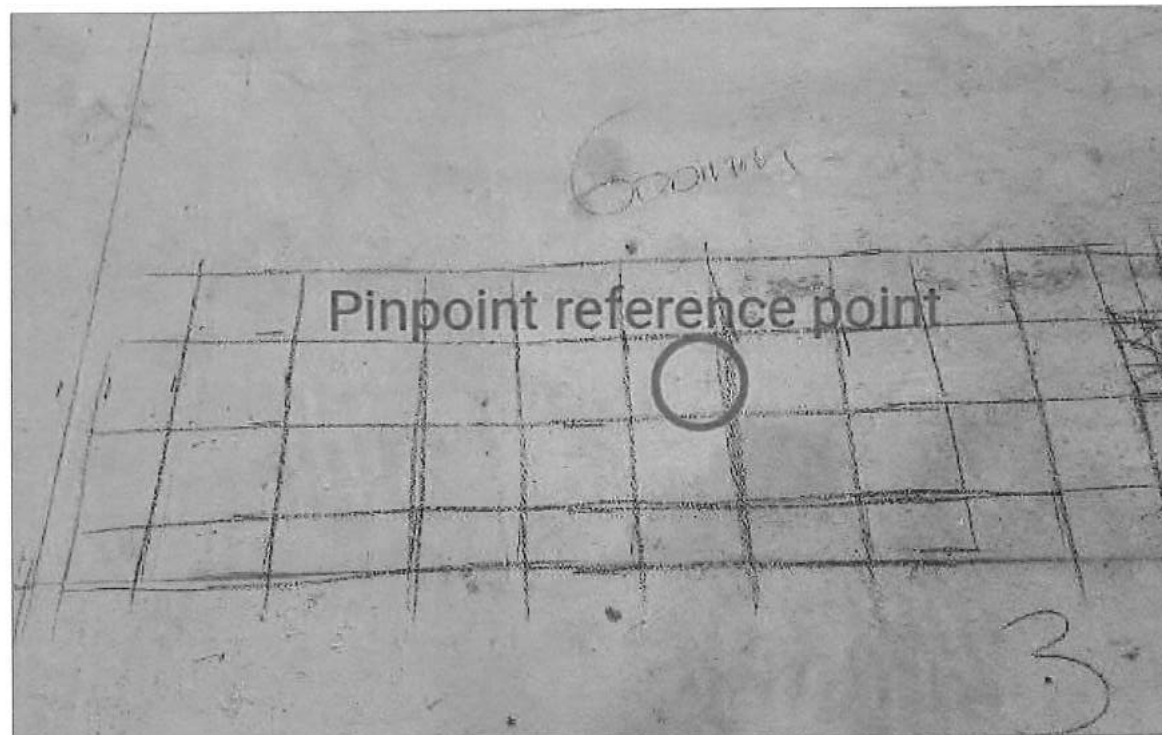


Area 3

Concrete Scan Report

SBL 17 LOT 29

ID: CSS0574JAM



Area 3



Soffit area 3

Concrete Scan Report

SBL 17 LOT 29

ID: CSS0574JAM

Page 8



Soffit Area 3



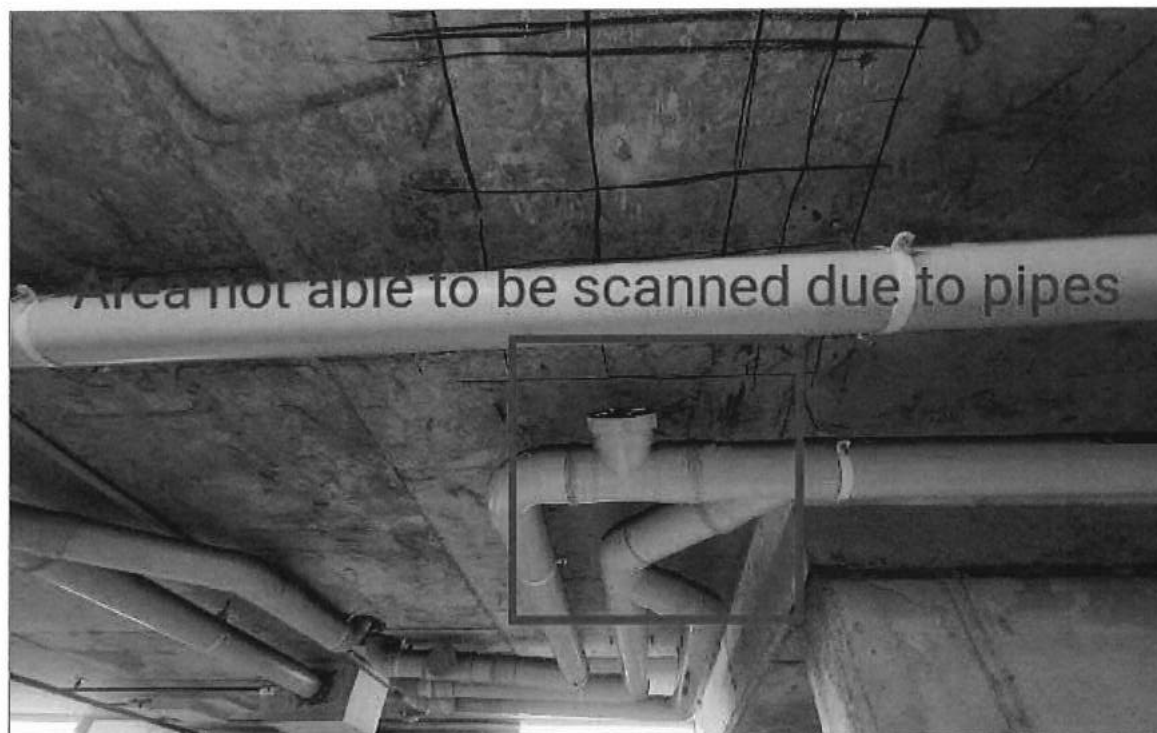
Soffit area 3

Concrete Scan Report

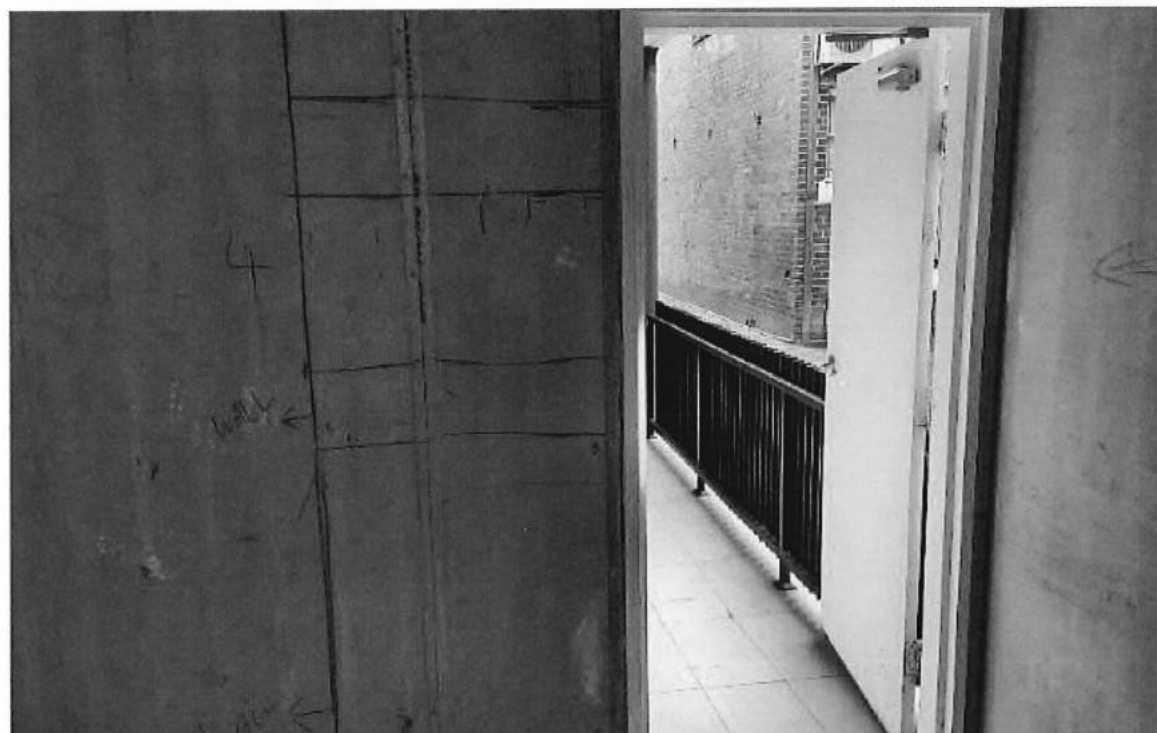
SBL 17 LOT 29

ID: CSS0574JAM

Page 10



Soffit Area 3



Area 4

Concrete Scan Report

SBL 17 LOT 29

ID: CSS0574JAM

Page 1



Area 4



Area 4



SBL 17 LOT 29

CONCRETE SCANNING NSW PTY LTD
PO Box 202, Waverley NSW 2024
p: 02 7503 2010
e: info@concretescanningservices.com.au
w: www.concretescanningservices.com.au

Concrete Scan Report

ID: CSS0571JAM
14 Oct 2022

Client	Site
Dodie Jay 473-477 Burwood Rd Belmore NSW 2192 Contact: Dodie (0451 815 085)	Dodie Jay - Shop 3 473-477 Burwood Rd Belmore NSW 2192 Contact: Dodie (0451 815 085)

Client PO#	N/A	Instrument #1	MALA CX GPR / 1.6GHz-EM
Client Reference	Shop 3	Instrument #2	RD7000PL Wand
Targets	<input type="checkbox"/> PT <input type="checkbox"/> POWER <input checked="" type="checkbox"/> STEEL <input checked="" type="checkbox"/> CONDUIT <input type="checkbox"/> STRUCTURAL SCAN <input type="checkbox"/> VOIDING		
Site Markings	<input checked="" type="checkbox"/> CRAYON <input type="checkbox"/> SPRAY MARKS <input type="checkbox"/> TAPE <input type="checkbox"/> TARGET STICKER <input type="checkbox"/> OTHER		

<p>Information Summary</p> <p>Ground Penetrating Radar (GPR) and EM scan of suspended concrete slab to detect and mark reo, beams, potential post-tension cables, services and active live power.</p> <p>2x large areas scanned for multiple proposed core holes.</p> <p>Top reo marked solid lines, bottom reo marked broken lines. Advise to avoid any markings to reduce risk of cutting through potential conduits clipped to/hidden by reo not detected</p> <ul style="list-style-type: none">Area 1 - Slab thickness approx 270-300mm.Area 2 - majority of slab is approx 600mm thick. However there is multiple beams throughout this area. Beam thickness is approx 900mm. Area 2 will require scanning from top and soffit as the GPR has a maximum penetration of 350mm and this area slab thickness is greater than 350mm. <p>Advise to pilot drill and inspect underside of slab prior coring.</p> <p>Beam marked black lines with arrows. Beam edges marked approximates only and should not be taken as exact measurement. Advise to pilot drill and inspect underside to verify beam presence/location.</p> <p>Potential services, cable trays, ducts and pipes under slab. Advise to inspect underside of slab and pilot drill prior coring.</p> <p>No active live power detected in scan area. However, services/conduits may be isolated/inactive/low voltage and thus may not be detected with passive EM scan.</p> <p>Potential conduit detected marked yellow lines with crosses. Advise to give min 200mm clearance</p>
--

Please see images below for markings/scan areas.

Operator:	James Kolic	Phone:	0411 133 826
-----------	-------------	--------	--------------

I, the client (or company/client representative) authorise Concrete Scanning Services to undertake the work and acknowledge and accept the Terms & Conditions attached/overleaf. Whilst every effort will be made to identify potential hazards, the deployed technology does not necessarily identify all potential hazards. No representation or warranty is made to the effect that all risk is completely eliminated. Our service is to minimise your risk but we do not promise to eliminate all risk. A risk is still present. Drill at your own risk.

Concrete Scan Report

SBC 17 LOT 29

ID: CSS0571JAM

Additional Information

Please note: It is not always possible to differentiate between reo, conduits and pipes as they appear the same in GPR scan. It is therefore not possible to detect some live services such as lighting circuits, low voltage, OF, fire and telco services potentially buried in slab. These services cannot be detected in GPR or passive EM scan. GPR scan attempts to detect anomalies and irregularities in the reinforcement layout which could indicate the presence of conduits. The reinforcement density and irregular pattern in the area scanned made any attempts in detecting potential conduits/services difficult. Risk is still present. Advise to avoid cutting through any markings to reduce risk. Advise to get electrician to inspect and isolate lighting and other circuits in slab prior cutting.

DISCLAIMER

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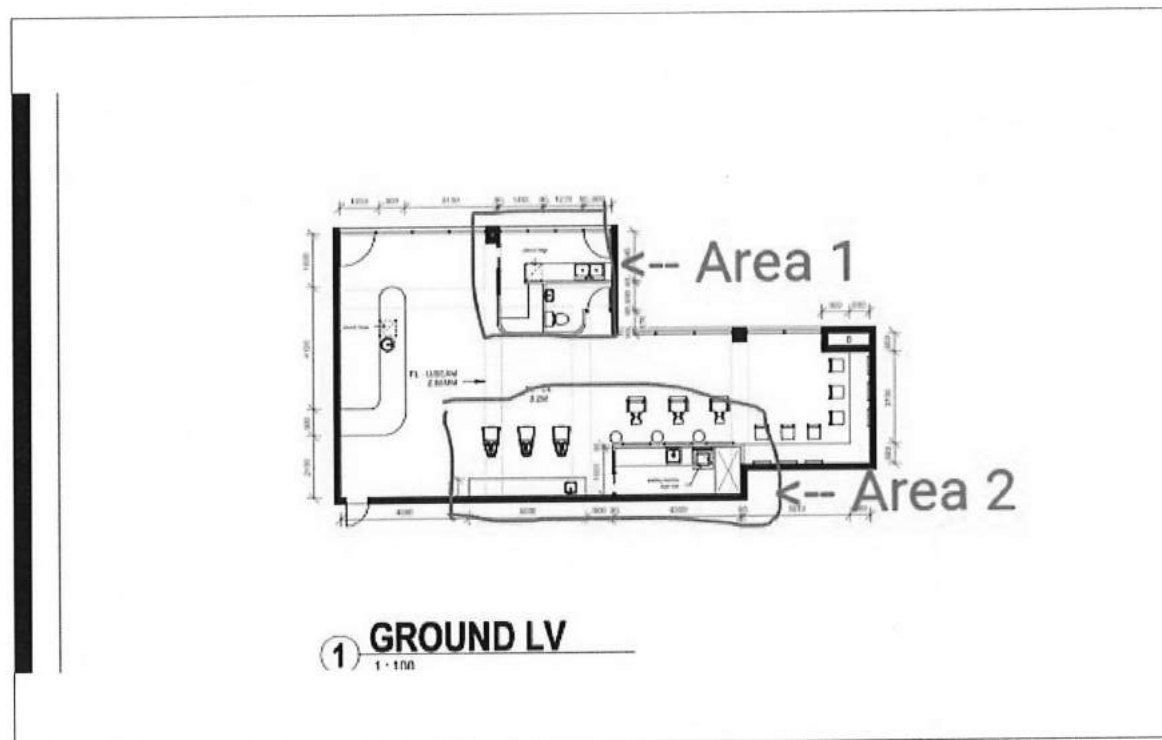
Yours Faithfully

Concrete Scan Report

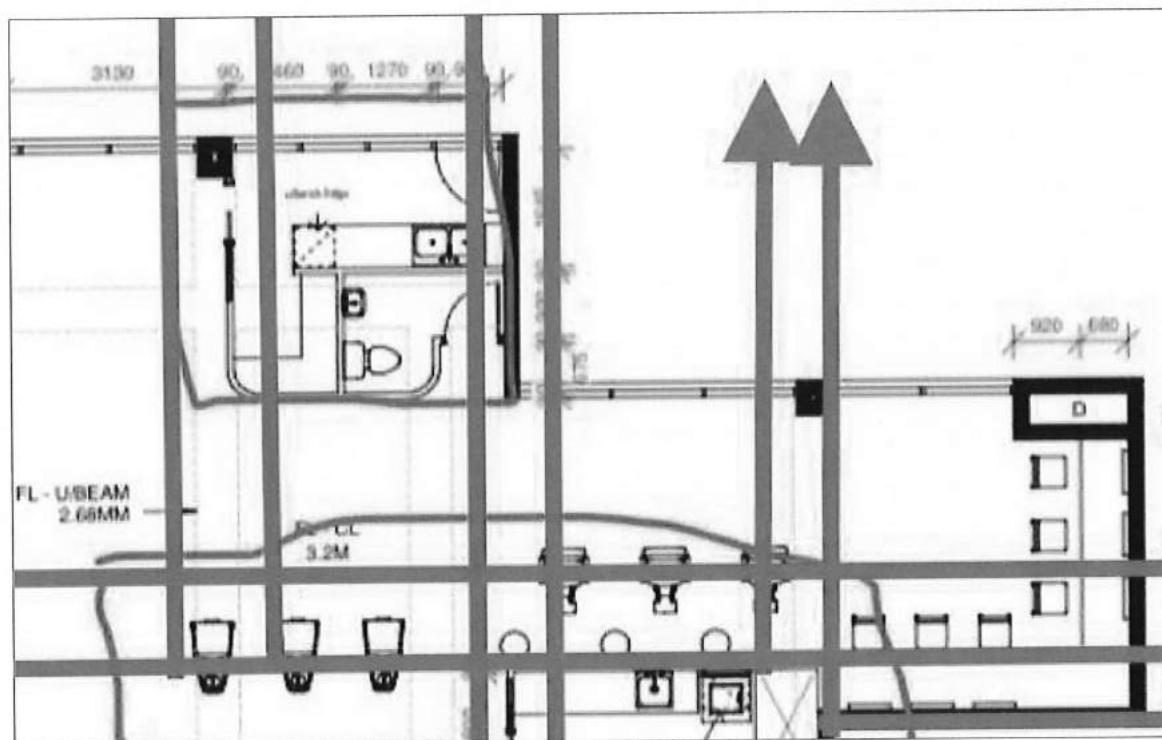
SBL 17 LOT 29

ID: CSS0571JAM

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Area 1 and 2



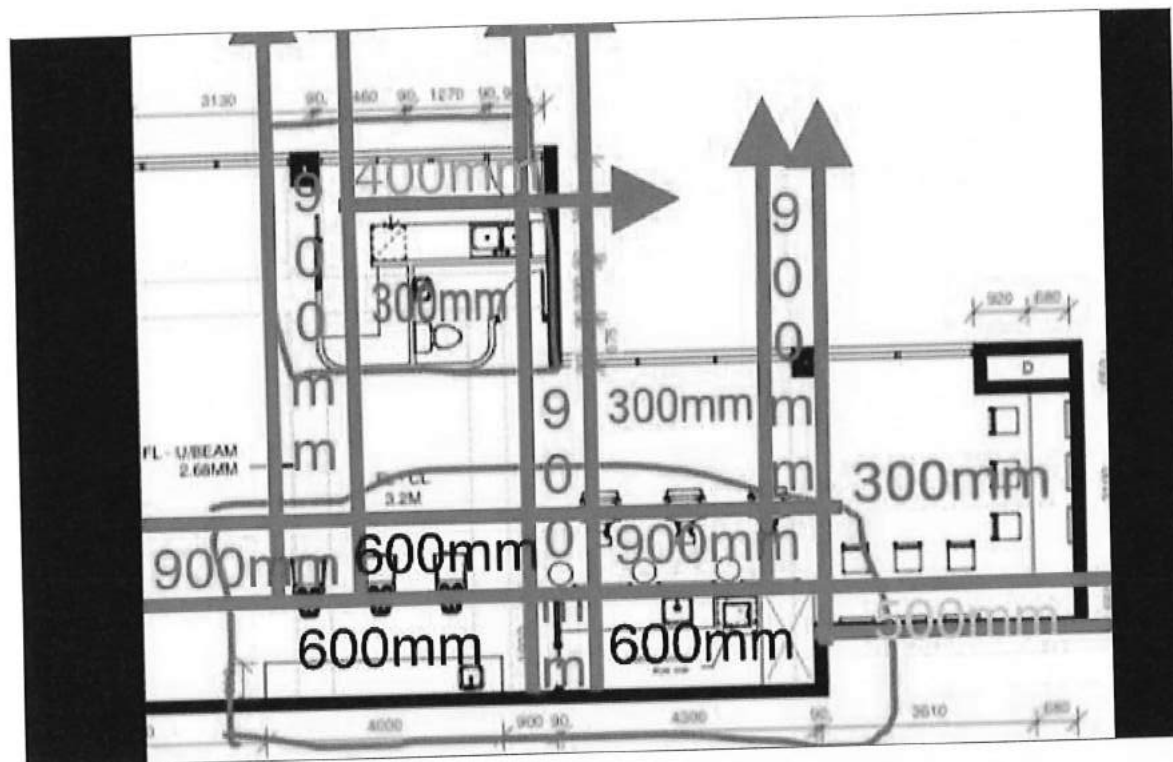
Approx beam locations

Concrete Scan Report

SBL 17 LOT 29

ID: CSS0571JAM

Page 4



Approx beam locations with slab and beam thickness



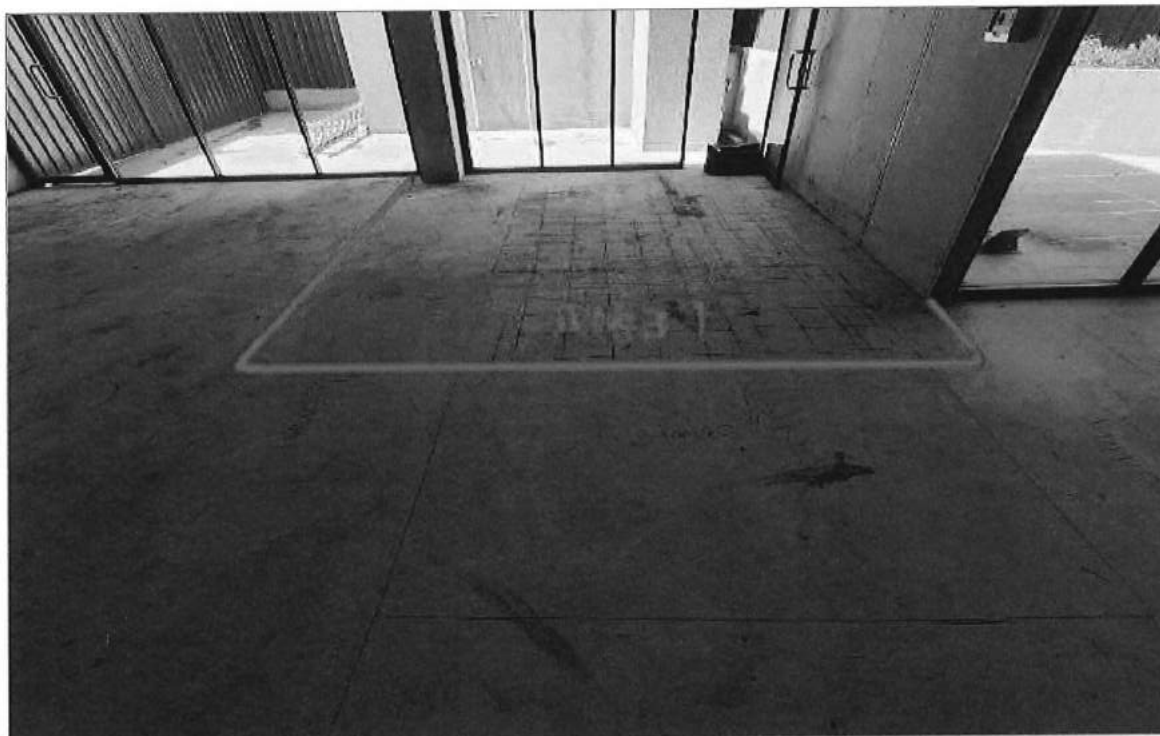
Approx location of area 1 and 2

Concrete Scan Report

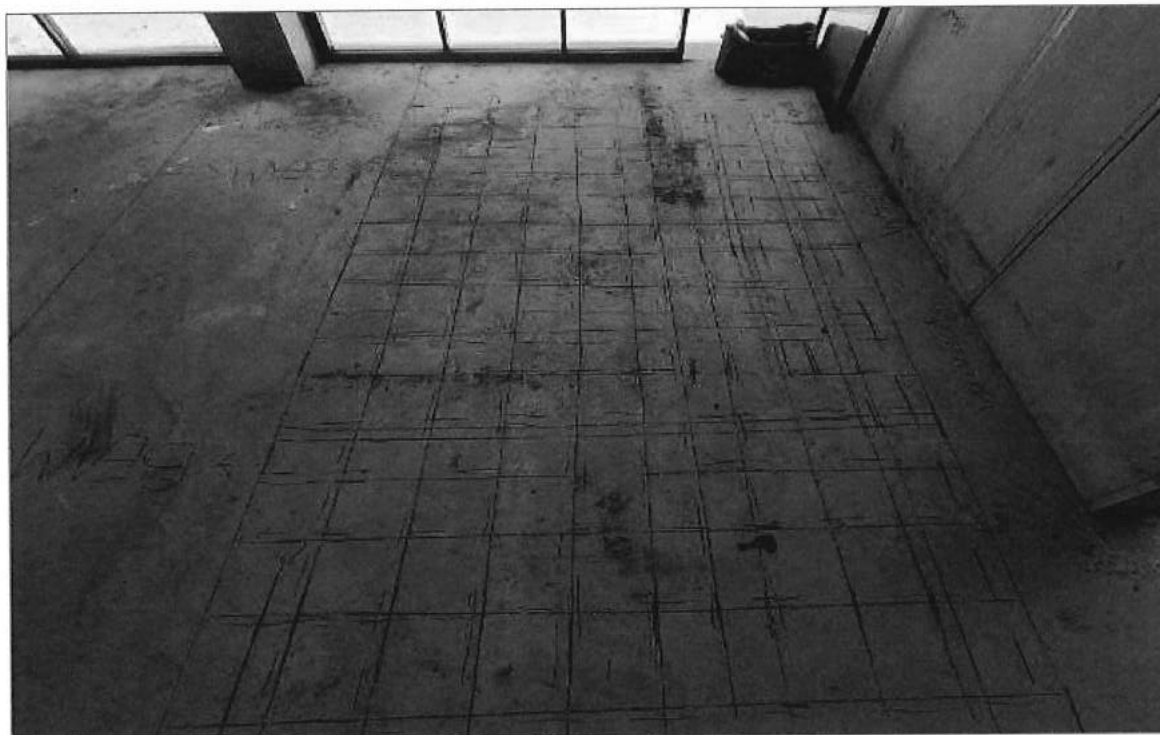
SAL 17 LOT 29

ID: CSS0571JAM

Page 5



Area 1



Area 1 - reinforcement

Concrete Scan Report

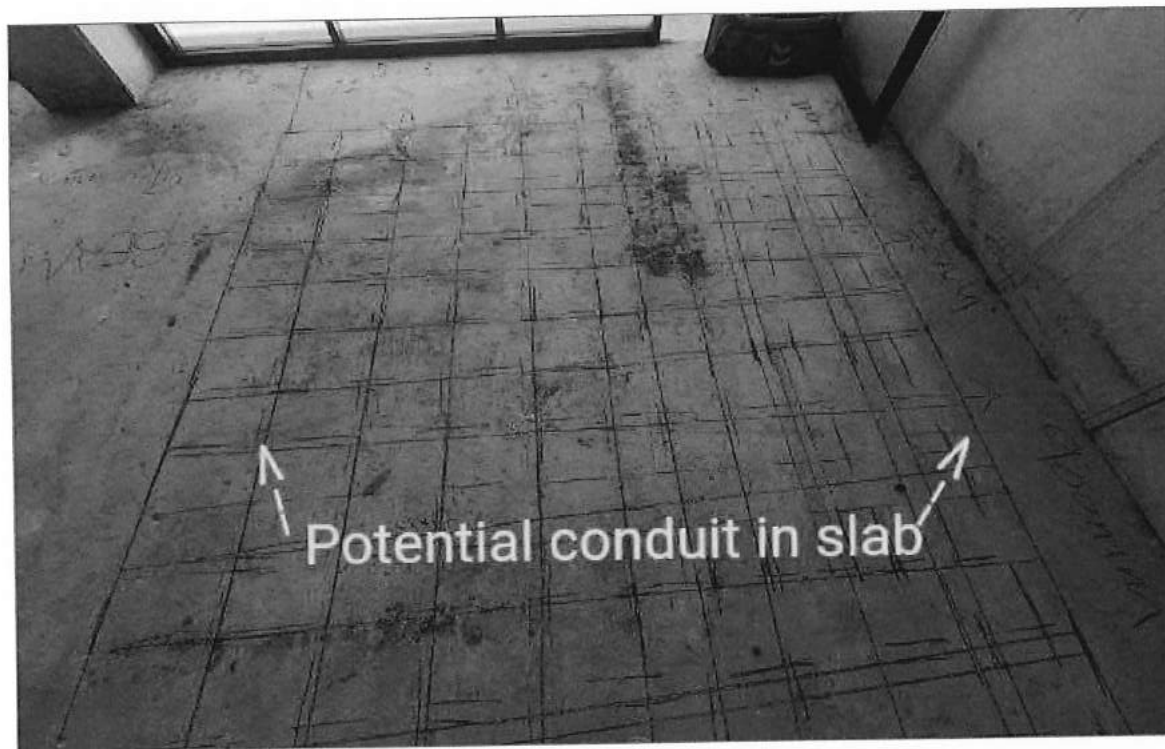
SAL 17 LOT 29

ID: CSS0571JAM

Page 6



Area 1 - reinforcement



Area 1 - potential conduit

Concrete Scan Report

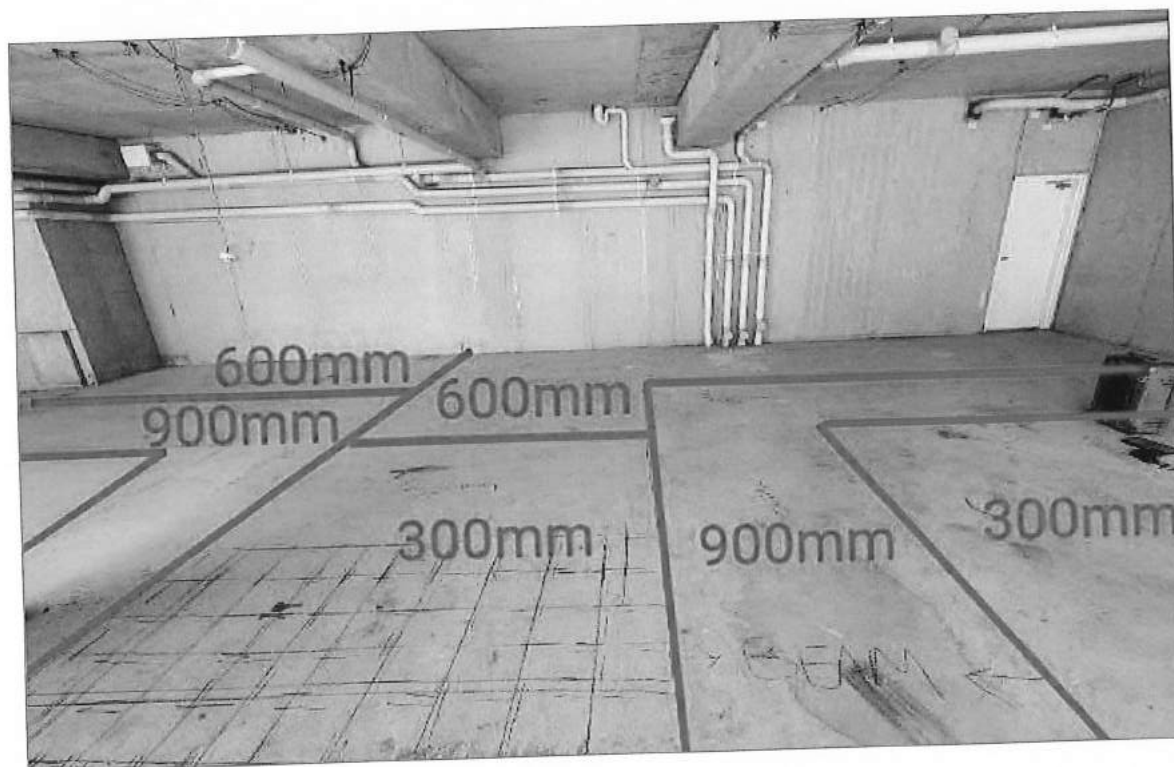
SBL 17 LOT 29

ID: CSS0571JAM

Page 7



Area 1 - beams

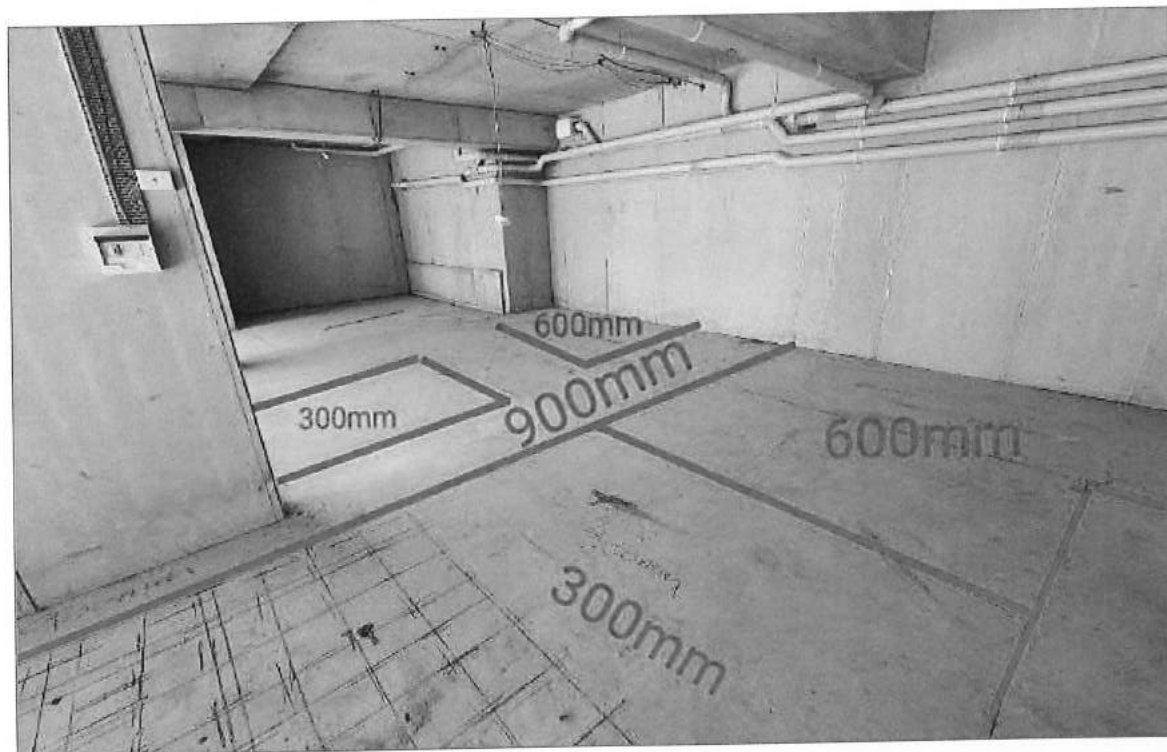


Area 2 - approx beam locations

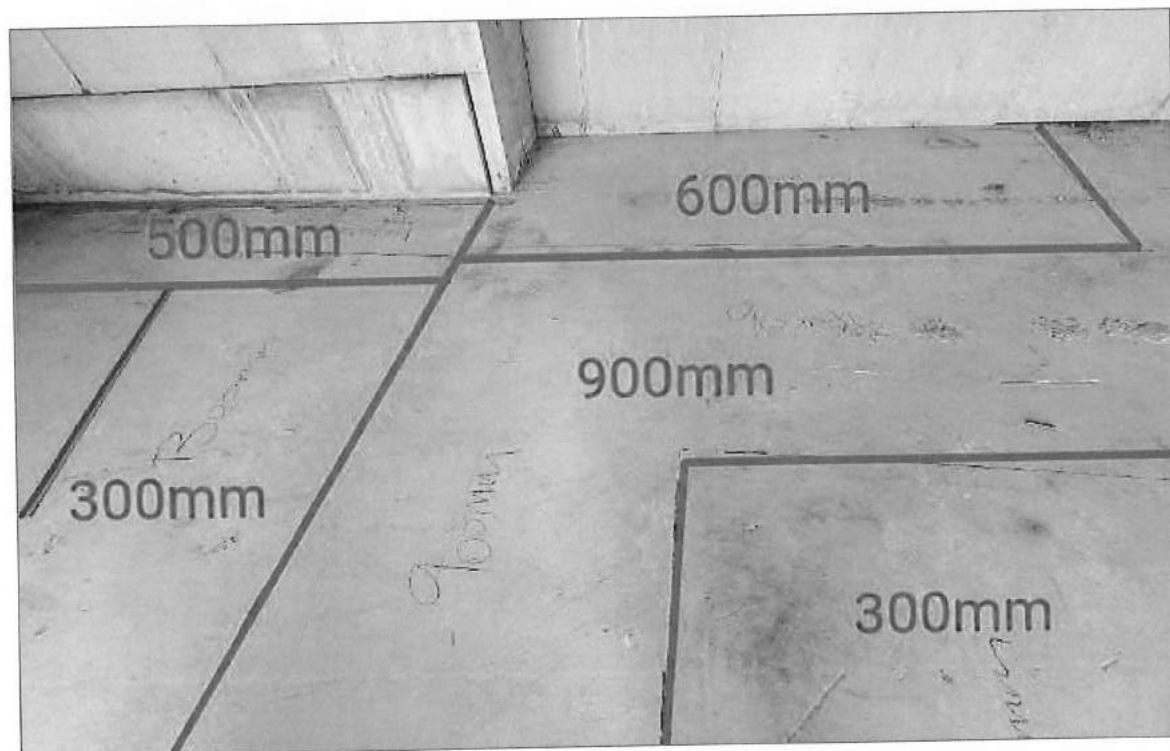
Concrete Scan Report

SBL 17 LOT 29

ID: CSS0571JAM



Area 2 - approx beam locations



Area 2 - approx beam locations

Concrete Scan Report

SBL 17 LOT 24

ID: CSS0571JAM

Page 9



Area 2



Area 2

Concrete Scan Report

SBL 17

LOT 29

ID: CSS0571JAM

Page 40



Area 2



Area 2

Concrete Scan Report

SBL 17 LOT 29

ID: CSS0571JAM

Page 1



Beams from carpark



Beams from carpark

Concrete Scan Report

SBL 17 LOT 29

ID: CSS0571JAM



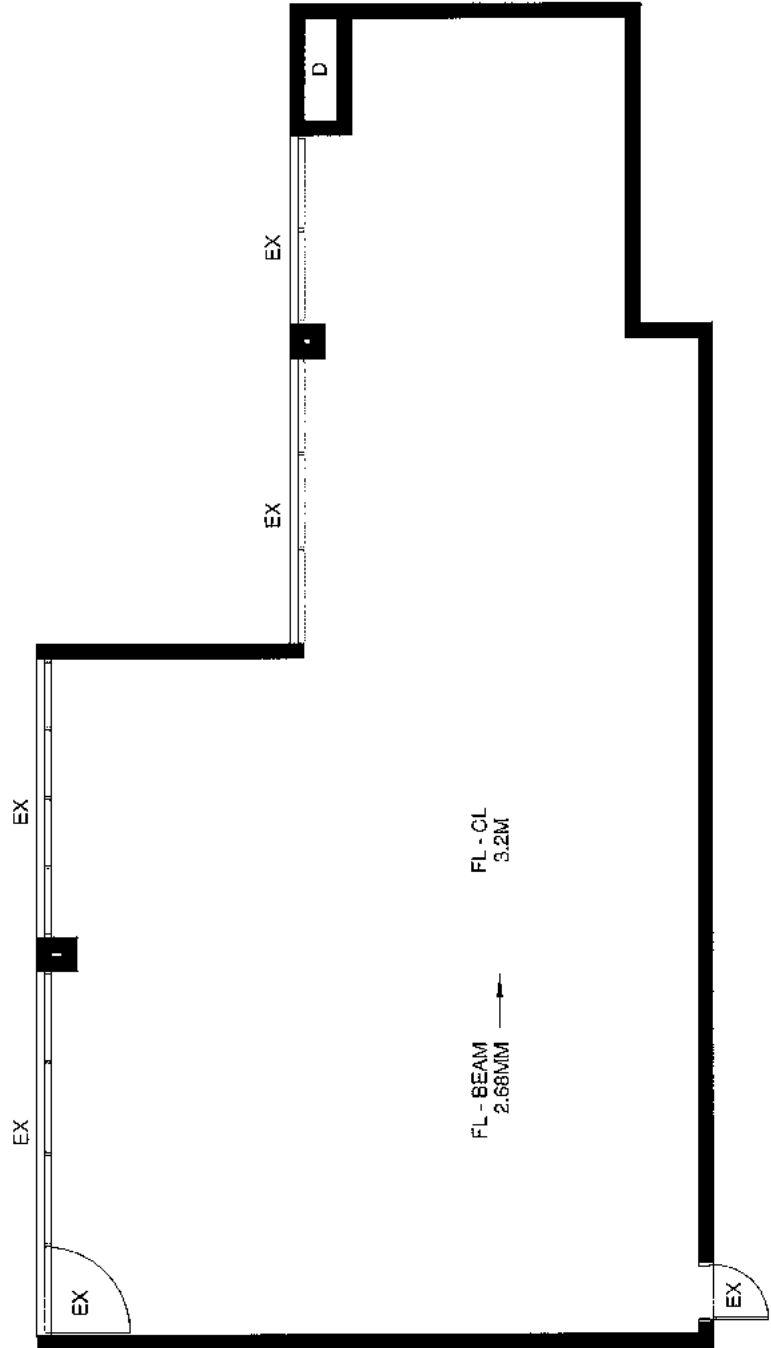
Beams from carpark

8 BL 17 LOT 29

SHOP 3, 477 - 475 BURWOOD ROAD, BELMORE	
COVER SHEET	
SHEET NUMBER	DRAWING SHEET
00	COVER SHEET
01	EXISTING FLOOR PLAN
02	PROPOSED GROUND FLOOR PLAN
03	PROPOSED FIRE EMERGENCY / EGRESS FLOOR PLAN
04	ELEVATIONS
05	A/C DUCTING PLAN
06	LIGHTING PLAN

118

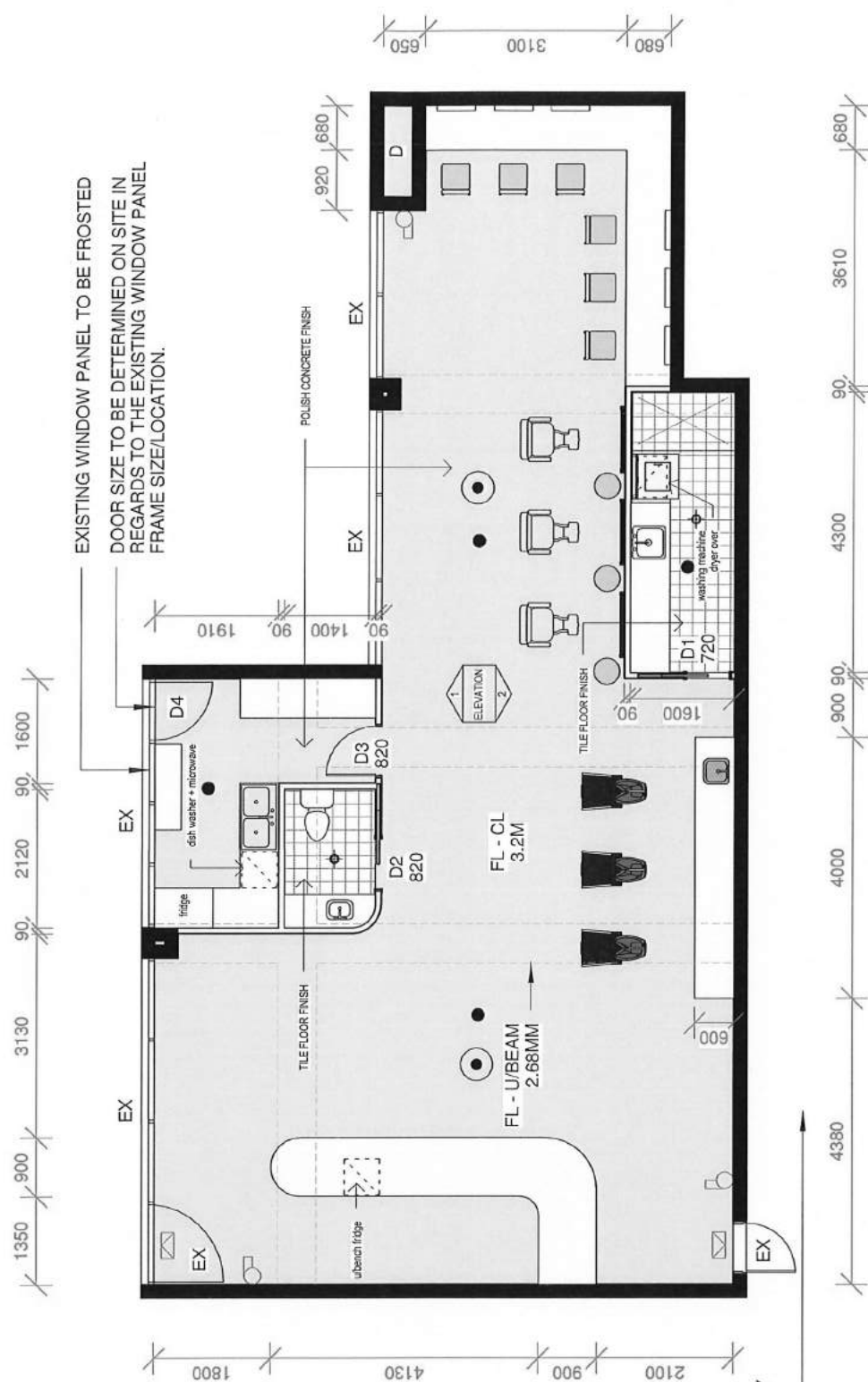
SOL 17 - LOT 29



EXISTING FLOOR PLAN
SCALE 1:100

4G DOORS, WINDOWS

SBL 17 LOT 29



PROPOSED FLOOR PLAN

SCALE 1:100

n all drawings must be
owner/builder prior to
g works on site, to clarify any
ns relevant to the

reas

S
IER STUD WALLS

AS3786 HARD WIRED TO MAINS.

101
S 2293.2

ANKET - AS 2444

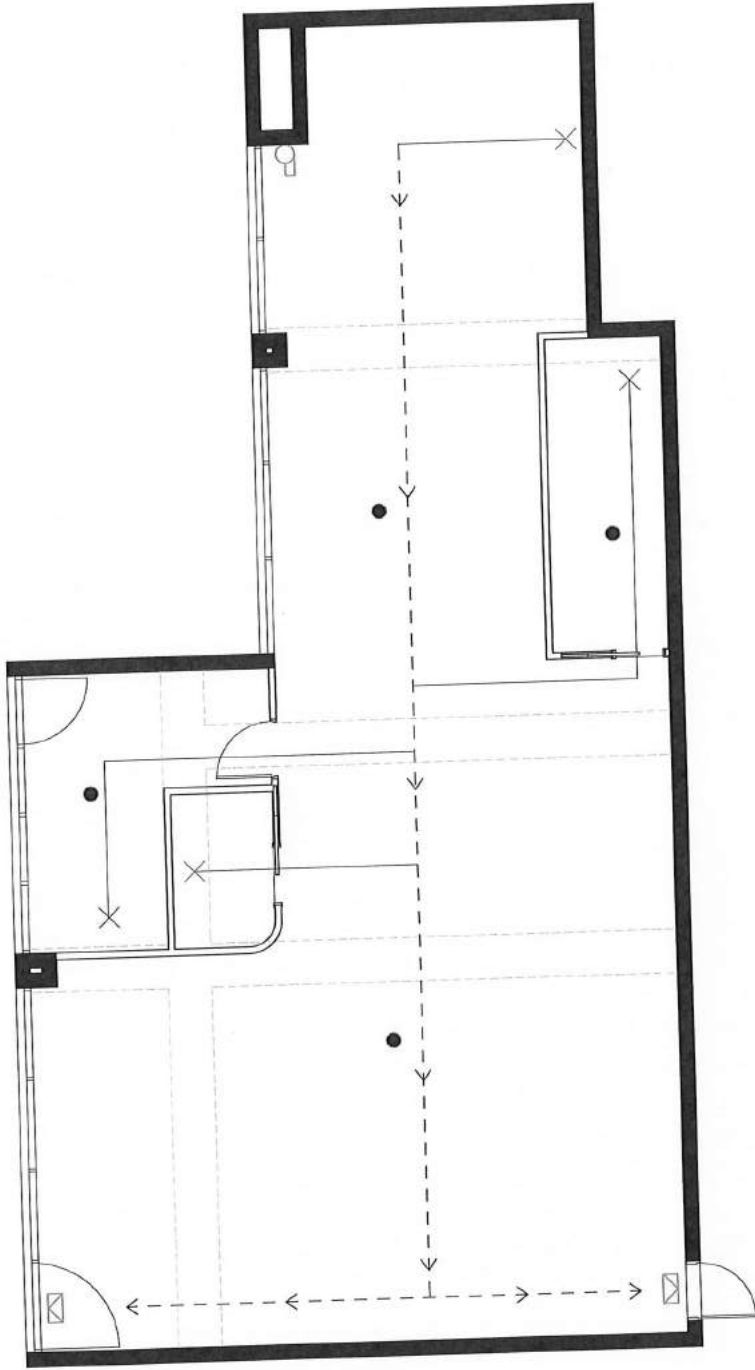
12293.1

128

ACCESSIBLE BATHROOM FACILITY
LOCATED IN THE HALLWAY FOR
PUBLIC USE

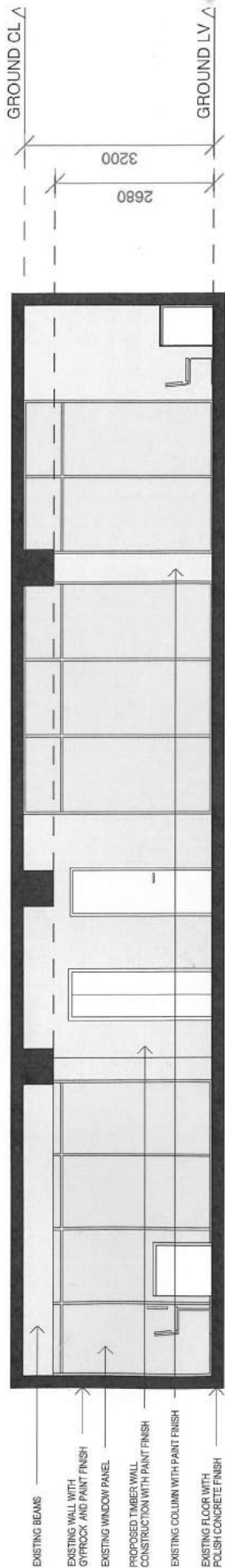
OT

SBL 17 LOT 29



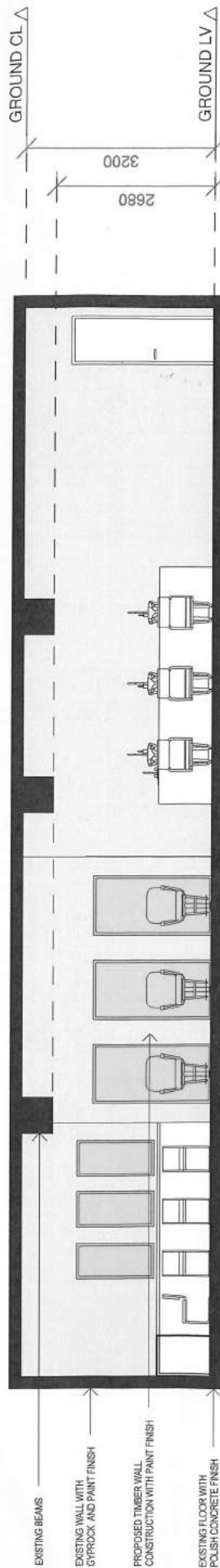
PROPOSED FIRE EMERGENCY /
EGRESS FLOOR PLAN
SCALE 1:100

iHT (AS 2293.1-2005)
-HE UPPER LEVEL TO GROUND LEVEL
EMOTE POINT
N (AS 2293.3-2005)



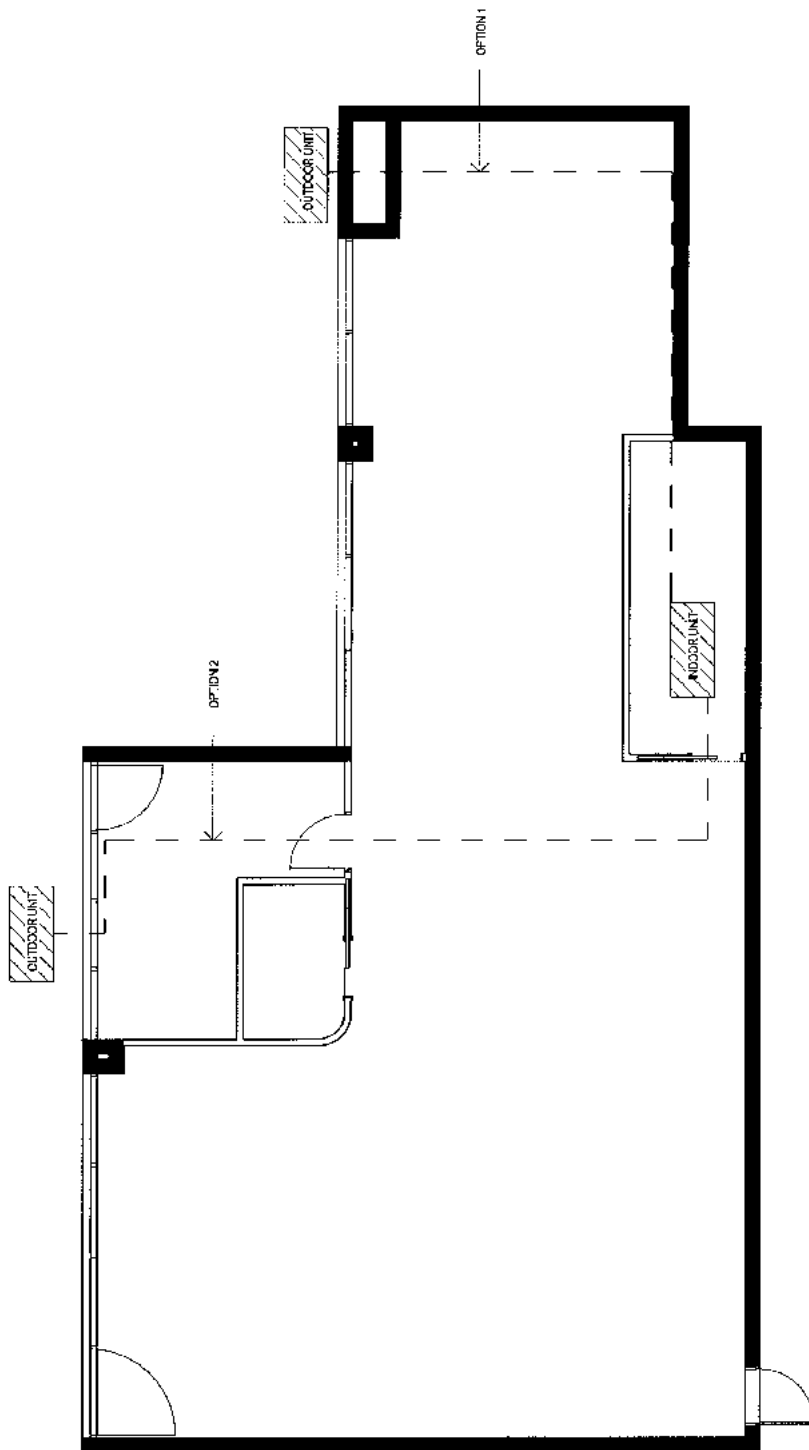
ELEVATION 1
SCALE 1:100

SBL 17 LOT 29



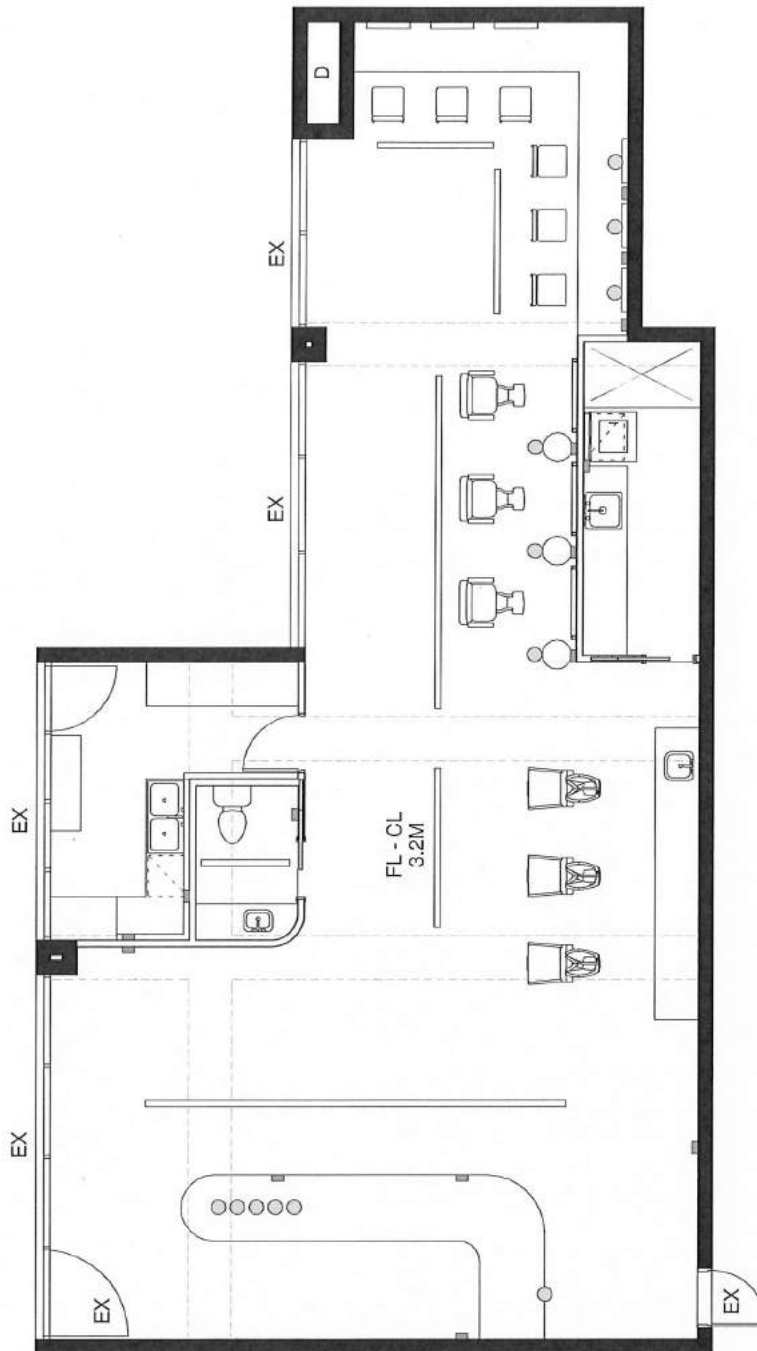
ELEVATION 2
SCALE 1:100

SBL 17 LOT 29



A/C DUCTING PLAN
SCALE 1:100

SBL 17 LOT 29



LIGHTING PLAN
SCALE 1:100

LEGEND:

TRACK LIGHTS

SUSPENDED PENDANTS

DOUBLE POWER POINTS WITH USB



City of Canterbury Bankstown,
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbc.city.nsw.gov.au

SBL 17 LOT 29

DODIEJAY:101610

Dodie Doreen Jury
473-477 Burwood Road
BELMORE NSW 2192

PLANNING CERTIFICATE

Section 10.7(2)(5) of the Environmental Planning and Assessment Act,
1979.

URGENT

Certificate No: 20228576
10 November 2022

Land which Certificate is issued for:

Strata Plan 96472

473 Burwood Road, BELMORE NSW 2192

Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.

Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.



SBL 17 LOT 29

City of Canterbury Bankstown,
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbciry.nsw.gov.au

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments
Canterbury Local Environmental Plan 2012

1.2 Relevant Development Control Plans
CANTERBURY DEVELOPMENT CONTROL PLAN 2012
Contains detailed design guidelines and development standards for development in the former Canterbury City.

1.3 State Environmental Planning Policies
Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning and Environment (DPE) website at www.planning.nsw.gov.au. The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au/>.

State Environmental Planning Policies:

- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
 - Chapter 3: Advertising and Signage
- State Environmental Planning Policy (Planning Systems) 2021
 - Chapter 2: State and regional development
 - Chapter 3: Aboriginal Land
 - Chapter 4: Concurrences and consents
- State Environmental Planning Policy (Precincts - Central River City) 2021
 - Chapter 2: State significant precincts
 - Chapter 6: Urban renewal precincts
- State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
 - Chapter 2: State significant precincts
- State Environmental Planning Policy (Precincts - Regional) 2021
- State Environmental Planning Policy (Precincts - Western Parkland City) 2021
 - Chapter 2: State significant precincts
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
 - Chapter 2: Coastal Management
 - Chapter 3: Hazardous and offensive development
 - Chapter 4: Remediation of Land
- State Environmental Planning Policy (Resources and Energy) 2021
 - Chapter 2: Mining, petroleum production and extractive industries
 - Chapter 3: Extractive industries in Sydney area
- State Environmental Planning Policy (Transport and Infrastructure) 2021
 - Chapter 2: Infrastructure
 - Chapter 3: Educational establishments and child care facilities
 - Chapter 4: Major infrastructure corridors
- State Environmental Planning Policy (Biodiversity and Conservation) 2021
 - Chapter 2: Vegetation in non-rural areas
 - Chapter 3: Koala habitat protection 2020
 - Chapter 4: Koala habitat protection 2021
 - Chapter 6: Bushland in urban areas
 - Chapter 7: Canal estate development
 - Chapter 10: Sydney Harbour Catchment
 - Chapter 11: Georges Rivers Catchment



SBL 17 LOT 29

City of Canterbury Bankstown,
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbc.city.nsw.gov.au

1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act

The land is affected by Planning Proposal (PP 2019 CBANK 005) which has been placed on public exhibition. The Planning Proposal seeks to produce a single set of planning rules for the Canterbury Bankstown Local Government Area and to implement key actions of current land use strategies.

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Land Use Zone

Canterbury Local Environmental Plan 2012

Date effective from

1 January 2013

Land Use Zone

ZONE B2 LOCAL CENTRE

1. Permitted without consent

Home occupations

2. Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hostels; Information and education facilities; Light industries; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 1 or 3

3. Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond based aquaculture; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities

2.2 Additional Permitted Uses

Not applicable

Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land within the Canterbury Local Environmental Plan 2012, minimum lot sizes required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m² where dwelling houses are permissible. For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.



City of Canterbury Bankstown,
 PO BOX 8
 BANKSTOWN NSW 1885
 Telephone: (02) 9707 9000
 Email: council@cbc.city.nsw.gov.au

SBL 17 LOT 29

2.4 Area of Outstanding Biodiversity Value
 Not applicable

2.5 Conservation Area and/or Environmental Heritage
 The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

3 **CONTRIBUTION PLANS**

CANTERBURY DEVELOPMENT CONTRIBUTIONS PLAN 2013

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2000. This contribution plan applies to this property until 31 December 2022 only for development applications and complying development certificate applications lodged with Council but not determined before commencement of the Canterbury Bankstown Local Infrastructure Contributions Plan 2022 on 1 September 2022.

CANTERBURY BANKSTOWN LOCAL INFRASTRUCTURE CONTRIBUTIONS PLAN 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021

4 **COMPLYING DEVELOPMENT**

Whether or not 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), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land. Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone)	Yes
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	Yes
Housing Alterations Code	Yes
General Development Code	Yes
Greenfield Housing Code	Not applicable
Inland Code	Not applicable
Commercial and Industrial (New Building and Alterations) Code	Yes
Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes
Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m² in area and are located in land to which the Bankstown Local Environmental Plan 2015 applies. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

5 **EXEMPT DEVELOPMENT**

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code	Yes
Advertising and Signage Exempt Development Code	Yes



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Email: council@cbc.city.nsw.gov.au

SAL 17

LOT 29

**Temporary Uses and Structures Exempt
Development Code**

Yes

Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.

Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS
Not applicable

7 LAND RESERVED FOR ACQUISITION

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

8 ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument;

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council.

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

9 FLOODING

The land, or part of the land, **is within** the probable maximum flood (PMF) and **may be within** the flood planning area (FPA).

The land, or part of the land, **is subject** to flood related development controls.

You are advised to refer to the following:

- The relevant Development Control Plan (noted in Section 1.4 of this certificate) for further information on Council's approach to Flood Risk Management, and
- Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Floodplain Management webpage (<https://cb.city/flooding>).

NB: The FPA is the 1% Annual Exceedance Probability (AEP) plus generally a 0.5m freeboard or as outlined in relevant Development Control Plan. While your property is currently not identified within the 1% AEP flood extent mapping, it may fall within the FPA and need to accommodate freeboard to comply with the FPA requirements. Council is currently reviewing the extent of the FPA requirements in response to recent NSW Government changes.



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10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

- **Land Slip**

The land is not affected by a policy restriction relating to landslip

- **Tidal Inundation**

The land is not affected by a policy restriction relating to tidal inundation

- **Subsidence**

The land is not affected by a policy restriction relating to subsidence

- **Acid Sulfate Soils**

The land is not affected by a policy restriction relating to acid sulfate soils.

- **Contamination**

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environmental Protection Agency (EPA)* for more information.

- **Salinity**

Not applicable

- **Coastal Hazards**

Not applicable

- **Sea Level Rise**

Not applicable

- **Unhealthy Building Land**

The land is not affected by a policy restriction relating to Unhealthy Building Land.

- **Any Other Risk (including Aircraft Noise)**

Not applicable

11 BUSH FIRE PRONE LAND

Not applicable

12 LOOSE-FILL ASBESTOS CEILING INSULATION

Not applicable

13 MINE SUBSIDENCE

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 PAPER SUBDIVISION INFORMATION

Not applicable

15 PROPERTY VEGETATION PLANS

Not applicable

16 BIODIVERSITY STEWARDSHIP SITES

Not applicable



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- 17 **BIODIVERSITY CERTIFIED LAND**
Not applicable
- 18 **ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**
Not applicable
- 19 **ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**
Not applicable
- 20 **WESTERN SYDNEY AEROTROPOLIS**
Not applicable
- 21 **DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**
Not applicable
- 22 **SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**
Not applicable



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**INFORMATION PROVIDED UNDER SECTION 10.7 (5)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

Note: When information pursuant to Section 10.7(5) of the Act is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 10.7(6), which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

(a) Additional Flood Planning Advice

In addition to Section 2.5 of this certificate, the following information may assist in interpreting the DCP:

Not applicable.

(b) Tree Preservation Order

A tree preservation order applies to the whole of the City of Canterbury Bankstown.

(c) Additional Contaminated Land Advice

On 22 August 2017 Council adopted a policy on contaminated land. This policy will restrict development of land:

- a) which is affected by contamination;
- b) which has been used for certain purposes;
- c) in respect of which there is not sufficient information about contamination;
- d) which is proposed to be used for certain purposes;
- e) in other circumstances contained in the policy.

(d) General Advice Regarding Use of Property

Persons considering commencing a use of or purchasing a property are advised to seek confirmation that the current, or intended, use (as the case may be) has been approved by Council, or does not require Council approval. It is pointed out that the question of "existing use rights" within the meaning of the Environmental Planning and Assessment Act, 1979, is a complex matter, and that the commencement of a use without Council approval (where required) is unlawful and may be subject to enforcement action.

(e) Other Matters

Not applicable.

A handwritten signature in black ink, appearing to read "Camille Lattouf".

**CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN**

SBL 17 - LOT 29



Building plan assessment application

Application number: 1542020
Property address: 473-477 Burwood Rd, Belmore 2192
Lot details: Lot CP, Strata Plan SP 96472

18/11/2022

Dear dodie jury

Your building plan assessment application has been

APPROVED

This Approval is provided subject to the Conditions and Important Information issued to you by Sydney Water, which you are taken to have accepted by using the approval.

This Approval is based on the information you provided to us through Sydney Water Tap in.

If any of the information you have provided is incorrect or incomplete, Sydney Water may revoke this Approval.

This approval is valid until 18/11/2023 (one year).

ANY QUESTIONS?

Email us
swtapin@sydneywater.com.au

Call us
[1300 082 746](tel:1300082746)

STRUCTURES

The structures and information you supplied are displayed below.

Structure(s) that will not impact Sydney Water infrastructure

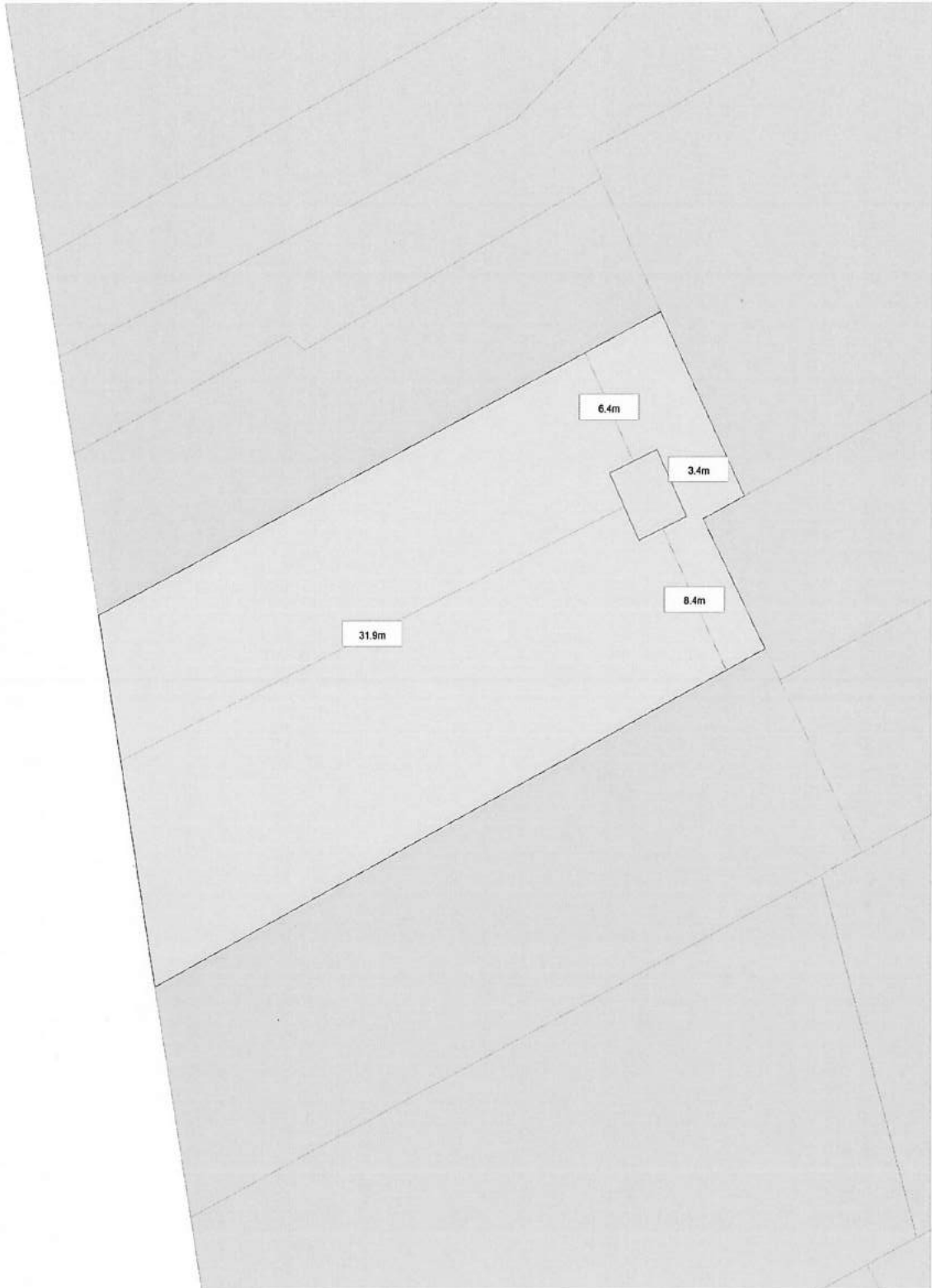
Structure 1	Retail	3.0 m x 4.0 m x 0.0 m
Structure 2	Retail	12.0 m x 4.0 m x 0.0 m

SBL 17 LOT 29

Structure 1 of 2: Retail

Application number: 1542020
Property address: 473-477 Burwood Rd, Belmore 2192
Lot details: Lot CP, Strata Plan SP 96472

This structure will not impact Sydney Water infrastructure.



SBL 17 LOT 29

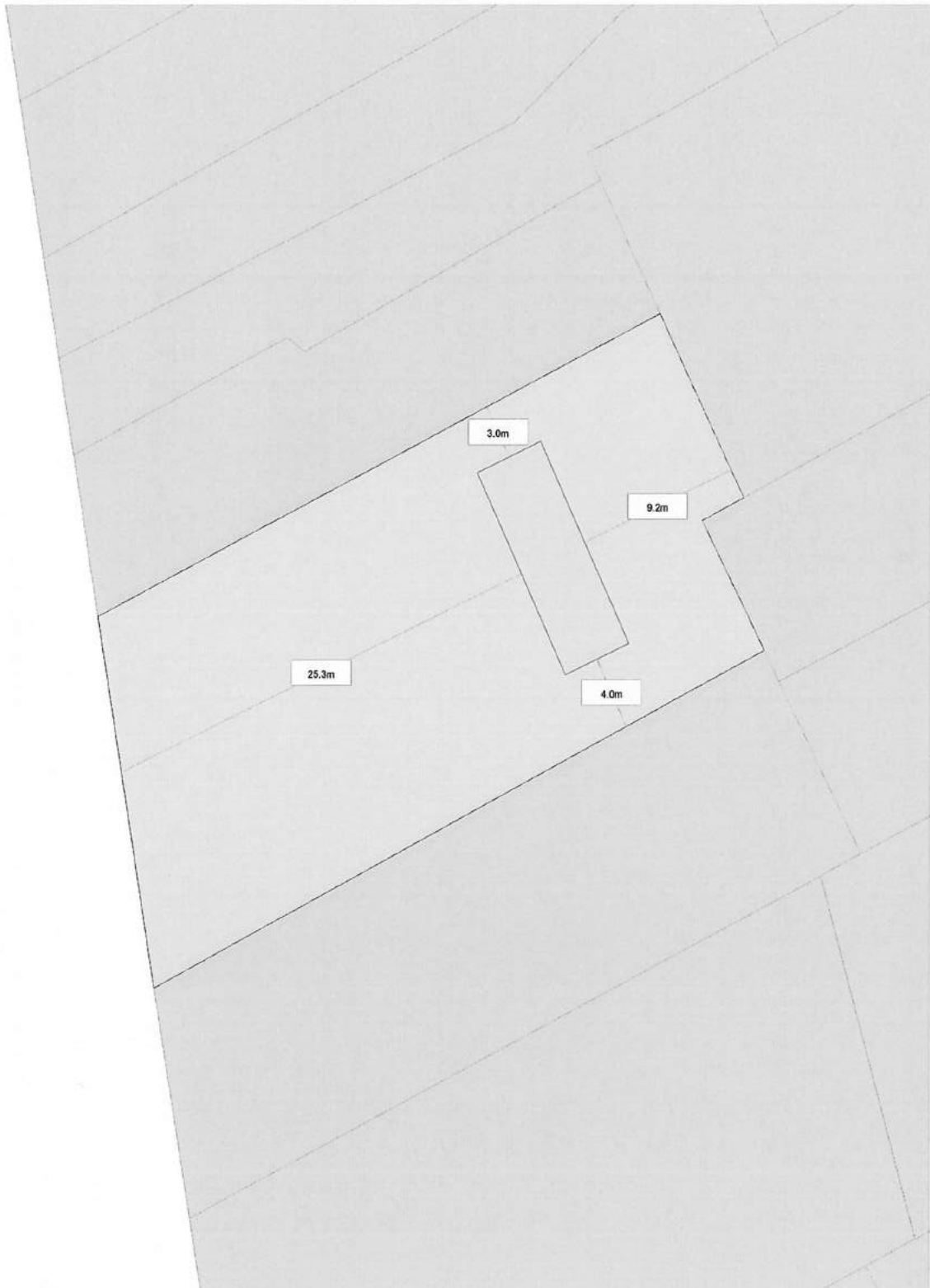
Structure 2 of 2: Retail

Application number: 1542020

Property address: 473-477 Burwood Rd, Belmore 2192

Lot details: Lot CP, Strata Plan SP 96472

This structure will not impact Sydney Water infrastructure.



SAL 17 LOT 29

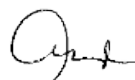
CONDITIONS AND IMPORTANT INFORMATION

Conditions and Important Information

Attention: You must read the information below.

- 1 The approval of your building plan by Sydney Water (Approval) has been generated by an automated system based on the information you have provided to Sydney Water through the Sydney Water Tap in. Sydney Water does not make any representation or give any guarantee, warranty or undertaking (express or implied) as to the currency, accuracy, completeness, effectiveness or reliability of the Approval.
- 2 It is your responsibility to ensure that the information is correct and complete when submitting your building plan for approval through Sydney Water Tap in and, if any of the information is incorrect or incomplete, to resubmit information that is correct and complete. If any of the information that you have provided is incorrect or incomplete, this may result in the revocation of the Approval.
- 3 The Approval is provided on each of the following conditions which you are taken to have accepted by using the Approval. To the fullest extent permitted by law:
 - (a) all conditions and guarantees concerning the Approval (whether as to quality, outcome, fitness, care, skill or otherwise) expressed or implied by statute, common law, equity, trade, custom or usage or otherwise are expressly excluded and to the extent that those statutory guarantees cannot be excluded, the liability of Sydney Water to you is limited to either of the following as nominated by Sydney Water in its discretion, which you agree is your only remedy:
 - i. the supplying of the Approval again; or
 - ii. payment of the cost of having the Approval supplied again;
 - (b) in no event will Sydney Water be liable for, and you release Sydney Water from all Losses arising out of or in connection with you providing incorrect or incomplete information to Sydney Water in connection with the Approval:
 - i. whether arising under statute or in contract, tort or any other legal doctrine, including any negligent act, omission or default (including wilful default) by Sydney Water; and
 - ii. regardless of whether Sydney Water is or ought to have been aware of, or advised of, the possibility of such loss, costs or damages;
 - (c) you will indemnify, defend and hold harmless Sydney Water from and against all Losses of Sydney Water in respect of, or in connection with loss or damage to any property, personal injury (including death or illness of any person), arising out of or in connection with:
 - i. you providing incorrect or incomplete information to Sydney Water in connection with the Approval; or
 - ii. any third party claim against Sydney Water; and
 - (d) you assume all risks associated with the use of the Sydney Water Tap in and Sydney Water websites, including risk to your computer, software or data being damaged by any virus, and you release and discharge Sydney Water from all Losses which might arise in respect of your use of the websites.

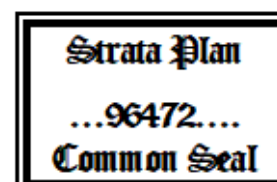
Electronic signature of me, Anita Dalag,
affixed by me, on 25/05/23 at 11:20 AM
Property & Stock Agent Act 2002 Licence No
867112



SP 96472
SBL 17 LOT 29

- 4 Subject to condition numbered 3(c) in this document, your liability under condition numbered 3(c) in this document is reduced to the extent that the loss, liability, expense or damage:
- (a) is caused solely and directly by any negligent act or omission of Sydney Water; or
 - (b) could not reasonably be foreseen and was not reasonably within the contemplation of you and Sydney Water at the time of the loss, liability, expense or damage.
- 5 The position of the proposed building/building works in relation to Sydney Water's pipes and structures is satisfactory. You are responsible for, amongst other things:
- (a) protecting underground structures, including Sydney Water's pipelines, from damage and interference;
 - (b) maintaining minimum clearances between Sydney Water's structures and structures belonging to others;
 - (c) preventing loss or damage to any property, personal injury (including death or illness of any person) arising out of or in connection with you providing incorrect or incomplete information to Sydney Water in connection with the Approval;
 - (d) repairing or making good loss or damage to any property or the environment arising out of or in connection with you providing incorrect or incomplete information to Sydney Water in connection with the Approval;
 - (e) ensuring that connections to Sydney Water's sewer, watermain or stormwater are only be made following the issue of a permit to a licensed plumber/drainier;
 - (f) ensuring that all proposed fittings will drain to Sydney Water's sewer;
 - (g) ensuring that all plumbing and/or drainage Work is to be carried out in accordance with the NSW Code of Practice, AS 3500 and the Sydney Water Act 1994;
 - (h) ensuring that gullies, inspection shafts and boundary traps are not placed under any roof, balcony, verandah, floor or other cover unless otherwise approved by Sydney Water; and
 - (i) notifying Sydney Water immediately of any damage caused or threat of damage to Sydney Water's structures.
- 6 **"Sydney Water"** means Sydney Water Corporation and its employees, agents, representatives and contractors. References to "you" include references to your employees, agents, representatives, contractors, executors, administrators, successors, substitutes, assigns and anyone else using the Approval. References to "Losses" means all liabilities, losses, damages, expenses, compensations, fines, penalties, charges and costs (including legal costs on a full indemnity basis and whether incurred or awarded) of any kind or nature however they arise and whether they are present or future, fixed or unascertained, actual or contingent and including any loss of profits, loss of revenue or loss of opportunity. To the extent of any inconsistency, the conditions numbered 1 to 6 in this document will prevail over any other information provided or made available to you by Sydney Water.

**In an emergency, or to notify Sydney Water of damage or threats to its structures,
call 13 20 92 (24 hours, 7 days).**



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

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

(A) TORRENS TITLE

For the common property
CP/SP 96472

(B) LODGED BY

Document
Collection
Box

573X

Name

Company NETWORK STRATA SERVICES

Address PO BOX 265
HURSTVILLE BC NSW 1481

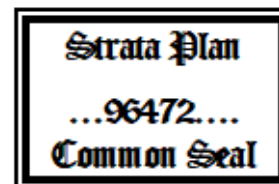
E-mail admin@netstrata.com.au Contact Number 1300 638 787

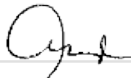
Customer Account Number 123421L Reference 96472

CODE

CH

- (C) The Owner-Strata Plan No. 96472 certify that a special resolution was passed on 9/2/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 18,19
- Amended by-law No. NOT APPLICABLE
- as fully set out below :



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 96472 was affixed on 25/5/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:
- Signature :  **Electronic signature of me, Anita Dalag, affixed by me, on 25/05/23 at 11:20 AM**
Property & Stock Agent Act 2002 Licence No 867112
- Name : ANITA DALAG- NETSTRATA
- Authority : Appointed Managing Agent

Signature : _____

Name : _____

Authority : _____

Owners Corporation Consent

Strata Scheme No 96472

Date 25 May 2023

CP/SP 96472

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 96472

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 96472 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 96472 was affixed on 25/05/23 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Anita Dalag, affixed by me, on 25/05/23 at 11:20 AM
Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date

“WARNING”



THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

240712:123366

Info Track
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Section 10.7(2) of the Environmental Planning and Assessment Act 1979

Certificate No: 20240867
8 February 2024

Land which Certificate is issued for:

Strata Plan 96472

473 Burwood Road, BELMORE NSW 2192

Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.

Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments

Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans

Canterbury Bankstown Development Control Plan 2023

1.3 State Environmental Planning Policies

Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning and Environment (DPE) website at www.planning.nsw.gov.au. The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au/>.

State Environmental Planning Policies:

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2: Mining, petroleum production and extractive industries

Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2: Infrastructure

Chapter 3: Educational establishments and child care facilities

Chapter 4: Major infrastructure corridors

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2: Vegetation in non-rural areas

Chapter 3: Koala habitat protection 2020

Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act

Not applicable.

2 Zoning and Land Use Under Relevant Planning Instruments

Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE B2 LOCAL CENTRE

1. Permitted without consent

Home occupations

2. Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 1 or 3

3. Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Recreation facilities(outdoor); Research stations; Residential accommodation; Rural industries; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

2.2 Additional Permitted Uses

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit <https://legislation.nsw.gov.au/> or contact Council on 02 9707 9000.

Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m². For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

2.4 Area of Outstanding Biodiversity Value
Not applicable

2.5 Conservation Area and/or Environmental Heritage
The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

3 Contribution Plans

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

Housing and Productivity Contribution

The Housing and Productivity Contribution applies to development applications for new residential, commercial and industrial development and is collected by Council on behalf of the NSW State Government. The Contributions will help deliver essential State infrastructure such as schools, hospitals, major roads, public transport infrastructure and regional open space.

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

4 Complying Development

Whether or not 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), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone)	Yes
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	Yes
Housing Alterations Code	Yes
General Development Code	Yes
Greenfield Housing Code	Not applicable
Inland Code	Not applicable
Commercial and Industrial (New Building and Alterations) Code	Yes
Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes
Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

**Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m² in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

5 Exempt Development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code

Yes

Advertising and Signage Exempt Development Code

Yes

Temporary Uses and Structures Exempt Development Code

Yes

Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.

Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.

6 Affected Building Notices and Building Product Rectification Orders

Not applicable

7 Land Reserved for Acquisition

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

8 Road Widening and Road Realignment

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

9 Flooding

The land, or part of the land, **is within** the probable maximum flood (PMF) and **may be within** the flood planning area (FPA).

The land, or part of the land, **is subject** to flood related development controls.

You are advised to refer to the following:

- The relevant Development Control Plan (noted in Section 1.2 of this certificate) for further information on Council's approach to Flood Risk Management, and
- Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Floodplain Management webpage (<https://cb.city/flooding>).

NB: The FPA is the 1% Annual Exceedance Probability (AEP) plus generally a 0.5m freeboard or as outlined in relevant Development Control Plan. While your property is currently not identified within the 1% AEP flood extent mapping, it may fall within the FPA and need to accommodate freeboard to comply with the FPA requirements. Council is currently reviewing the extent of the FPA requirements in response to recent NSW Government changes.

10 Council and Other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

Land Slip

The land is not affected by a policy restriction relating to landslip

Tidal Inundation

The land is not affected by a policy restriction relating to tidal inundation

Subsidence

The land is not affected by a policy restriction relating to subsidence

Acid Sulfate Soils

The land is not affected by a policy restriction relating to acid sulfate soils.

Contamination

Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.cbcity.nsw.gov.au.

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)
Not applicable

11 Bush Fire Prone Land
Not applicable

12 Loose-Fill Asbestos Ceiling Insulation
Not applicable

13 Mine Subsidence
The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 Paper Subdivision Information
Not applicable

15 Property Vegetation Plans
Not applicable

16 Biodiversity Stewardship Sites
Not applicable

17 Biodiversity Certified Land
Not applicable

18 Orders Under Trees (Disputes Between Neighbours) Act 2006
Not applicable

19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works
Not applicable

20 Western Sydney Aerotropolis
Not applicable

21 Development Consent Conditions for Seniors Housing
Not applicable

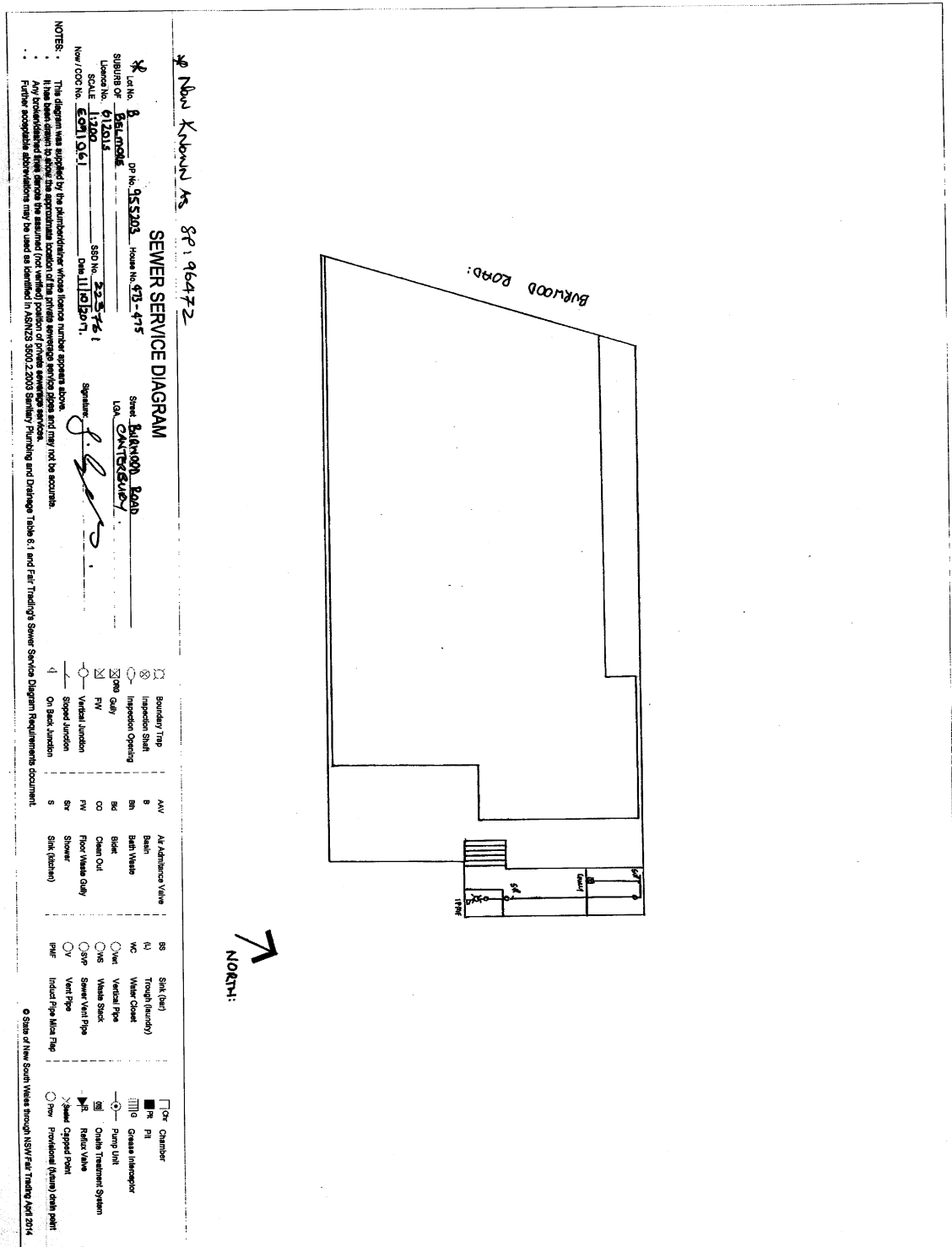
22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing
Not applicable



CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN

Sewer Service Diagram

Application Number: 8003131890



Document generated at 07-02-2024 05:30:25 PM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamp hole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

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

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on 04 / 04 / 2023 at: Infinity Property Agents NSW **BETWEEN**

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: Rina Sato

Phone: _____ Mobile: _____ Email: JJ8933@outlook.com

Other Contact Details: _____

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: _____

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address): _____

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Kelly Kim

Address for service of notices (if not address of Residential Premises): _____

6/473-477 Burwood Road, Belmore NSW 2192

Phone: _____ Mobile: 0430 017 872 Email: kellykim942@gmail.com

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Infinity Property Agents

Address: C/- Suite 38, 112-122 McEvoy Street ACN: _____

Alexandria NSW 2015 ABN: 54 104 841 974

Phone: (02) 9699 9179 Mobile: _____ Email: rent@infinityproperty.com.au

Licence No.: 1415072 Licence Expiry: 30/11/2025

TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☐ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☒ Other (Please specify) 52 weeks

☐ Periodic (no end date)

starting on: 13 / 05 / 2023 and ending on: 10 / 05 / 2024 (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*.

RESIDENTIAL PREMISES *Note: insert any excluded items in the Other Additional Terms Item on the signature page*

The residential premises are: **6/473-477 Burwood Road, Belmore NSW 2192**

The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)*

1 x dishwasher, 1 x air-con, 1 x microwave, 1 x car parking space

No Storage

RENT/RENT INCREASE

The rent is: **\$1,000.00** per: **fortnight** payable in advance starting on: **13 / 05 / 2023**

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

Rent Increase 1: Then from: **/ /** pay: **/** per: **fortnight**

Rent Increase 2: Then from: **/ /** pay: **/** per: **fortnight**

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.

The tenant must pay the rent in advance on the **By the Due Date** of every **fortnight** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **Nil** at: **Nil**
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **INFINITY PROPERTY AGENTS** Bank: **Macquarie Bank**

BSB: **182-222** Account No.: **303 101 281** Payment Reference: **20204109**

or any other account nominated by the landlord; or

(c) as follows: **NONE**

Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.

RENTAL BOND *(Cross out if there is not going to be a bond)*

A rental bond of \$ **Lodged** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bonds Online.

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

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than **2** 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)*

Mee Seop Kim

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Real Power – Harrison** Phone: **0426 885 821**

Plumbing Repairs: **NV Plumbing- Nick** Phone: **0404 966 411**

Building Repairs: Phone:

Other Repairs: Phone:

WATER USAGE

Will the Tenant be required to pay separately for water usage? ☒ Yes ☐ No If 'yes', see Clauses 12 and 13

UTILITIES

Is electricity supplied to the premises from an embedded network? ☒ Yes ☐ No

Is gas supplied to the premises from an embedded network? ☒ Yes ☐ No

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

SMOKE ALARMS

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

☐ Hardwired smoke alarm ☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ No

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

Alkaline V

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

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

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☒ Yes ☐ No

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **agent@infinityproperty.com.au**

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

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **kellykim942@gmail.com**

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

CONDITION REPORT

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated ____ / ____ / ____ and entered into by the tenant, applies to this Agreement.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

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

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

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

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

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

10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
 - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

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

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

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

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

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

17. The tenant agrees:

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

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

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

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

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

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

SALE OF THE PREMISES

21. The landlord agrees:

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

23. The landlord and the tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree** that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. **The landlord agrees to:**

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. **The tenant agrees:**

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. **The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

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

SWIMMING POOLS

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

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

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

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

- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

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

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

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

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

No Pets. In the event a pet has been approved by the landlord, the tenant must conduct pest control and carpet cleaning at their expense on vacate.

54. The tenant agrees:

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and

- 54.4 to comply with any council requirements.
- 55. The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

56.1 The tenant agrees:

- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
- (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
- (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
- (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.

- 56.2 The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

ADDITIONAL TERM - CONDITION REPORT

- 57.** Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.
- 57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

- 58.1** The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2** Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

- 59. The tenant agrees**, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11 not to affix any television antenna to the premises.
- 59.12 not to maliciously or negligently damage the premises or any part of the premises.
- 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.14 at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.
- 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.16 to notify the landlord of any infectious disease at the premises.

59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

60.2 During the term of the tenancy:

- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
- (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
- (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals
 - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term **the tenant agrees:**

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.

65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).
69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.
73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:
- cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
 - cause or expose the landlord to any claim on any such insurance policy; or
 - cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
 - residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- by delivering it to the party personally; or

- (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
- (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **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.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **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.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **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.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

The tenant/s acknowledge/s and agree/s in accordance with the Residential Tenancies Act 2010 Additional Terms - Clause 3 to 77 are all application and highlight sections for emphasis.

- Clause 3.1 to PAY RENT ON TIME. (This is very IMPORTANT. If you failed, this agreement will not be renewed.)
- Clause 11.6 to pay water usage charges if the residential premises are separately metered.
- Clause 17.1 to keep the residential premises reasonably clean
- Clause 56.2 to not keep animals on the residential premises without obtaining the landlords consent, Where such consent is provide, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises. Both pest control and carpet cleaning will be required at vacate at the tenants expenses - invoices will be required.
- Clause 59.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and laws areas.
- Clause 59.11 to replace any light bulbs and fluorescent tubes that have blown during the tenancy.
- Clause 59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises. Including but not limited to; clean mould off grout, especially behind sinks, showers, between tiles in wet areas.
- Clause 70 The landlord gives no warrant as to the provision of adequacy of such telecommunication services or as to the provision of serviceability of fittings in the premises relating to such services.

SIGNATURES

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD:



(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 06/04/2023

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

SIGNED BY THE LANDLORD:



(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 06/04/2023

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:



(Signature of tenant)

Date: 06/04/2023

SIGNED BY THE TENANT (2):



(Signature of tenant 2)

Date: 06/04/2023

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

Date: / /

SIGNED BY THE TENANT (4):


(Signature of tenant 4)

Date: / /

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S:



(Signatures of tenants)

Date: 06/04/2023

06/04/2023

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au