

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>First National Real Estate Coastside Shellharbour Unit 18, 23 Addison Street, Shellharbour NSW 2529 Email: matt@coastsidefn.com.au</b>	<b>Phone: 02 4295 5033 Ref: Matt Hutchinson</b>
co-agent		
vendor	<b>Joshua Scott Fishwick 9 Swain Crescent, Dapto NSW 2530</b>	
vendor's solicitor	<b>Conveyancing Choice Illawarra 176 Princes Highway, Dapto NSW 2530 PO Box 613, Dapto NSW 2530 Email: angela@conveyancingchoice.com.au</b>	<b>Phone: 02 4261 4462 Ref: Angela McMinn</b>
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>Unit 2, 8-12 Bettong Street, Blackbutt NSW 2529 Lot 2 in Deposited Plan 43431 Folio Identifier 2/43431</b>	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Deck	
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 checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

## SIGNING PAGE

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

### Choices

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

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

**Manual transaction** (clause 30)  NO  yes

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

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

**Land tax** is adjustable  NO  yes

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

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

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

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

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

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

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment)  NO  yes (if yes, vendor must provide details)

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

### **GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

Illawarra Strata Management  
29 Beach Street Wollongong NSW 2500  
Ph: 02 4226 4144  
Email: [accounts@illawarrastrata.com.au](mailto:accounts@illawarrastrata.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:
 

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

UNIT 2, 8-12 BETTONG ST BLACKBUTT NSW 2039

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## **SPECIAL CONDITIONS**

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

**BETWEEN** Joshua Fishwick of 9 Swain Crescent, Dapto NSW 2530 (**Vendor**)

**AND** of (**Purchaser**)

### **1. Amendments to Standard Contract**

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The form of Contract annexed is amended as follows:-

- (a) In Clause 7.1.1, delete "5%" and replace with "\$1.00."
- (b) Printed Clause 18 is amended by adding the following:

Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."

### **2. Notice to complete**

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In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. In the event that the vendor becomes entitled to serve a notice to complete, the purchaser agrees at completion to pay to the vendor in addition to all other monies due under this contract, the sum of \$330.00 (GST inclusive) to compensate the vendor for additional legal costs involved in serving the notice to complete and the purchaser acknowledges this to be a reasonable sum.

### **3. Death or incapacity**

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

### **4. Purchaser acknowledgements**

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The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
  - (b) Subject to all defects latent and patent;
-

- 
- (c) Subject to any infestations and dilapidation;
  - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
  - (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

## **5. Late completion**

---

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

## **6. Agent**

---

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

## **7. Electronic execution and consents under the Electronic Transactions Act 2000 (NSW)**

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The parties acknowledge and consent that:-

- (a) they have given their prior consent as required by the Electronic Transactions Act 2000 (NSW) to receiving electronic communications by way of facsimile or email;
  - (b) they have, before signing the Contract, reviewed and confirmed the Contract terms and in a viewing resolution adjusted to enable all words in the prescribed notices of the printed conditions to be displayed in at least 14 point font;
  - (c) this Contract may be executed by the parties in any number of counterparts, including counterparts executed by email transmission, facsimile transmission or digital signing software as set out in the Electronic Transactions Act 2000;
  - (d) that the counterparts may be exchanged via electronic means, provided that each party forward a complete executed copy of the Contract to the
-

- 
- other both for and to complete the exchange as is usually customary for a paper form of Contract;
- (e) once exchanged and dated, the parties agree that the counterparts constitute one and the same instrument, which the parties agree to accept as originals and the requirement to exchange paper copies of the counterparts is dispensed with;
  - (f) neither party can make any claim, objection, requisition, delay completion, rescind or terminate this Contract for Sale due to the provisions of this clause.
-





FOLIO: 2/SP43431

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SEARCH DATE	TIME	EDITION NO	DATE
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12/7/2024	10:03 AM	6	1/2/2024

LAND

-----

LOT 2 IN STRATA PLAN 43431  
AT BLACKBUTT  
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

-----

JOSHUA SCOTT FISHWICK (T AP548391)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- INTERESTS RECORDED ON REGISTER FOLIO CP/SP43431
- AT807970 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP43431

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SEARCH DATE	TIME	EDITION NO	DATE
12/7/2024	10:04 AM	6	22/10/2019

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 43431  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BLACKBUTT  
LOCAL GOVERNMENT AREA SHELLHARBOUR  
PARISH OF TERRAGONG COUNTY OF CAMDEN  
TITLE DIAGRAM SHEET 1 SP43431

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 43431  
ADDRESS FOR SERVICE OF DOCUMENTS:  
LOTS 5246-5248 BETTONG ST  
BLACKBUTT 2529

SECOND SCHEDULE (4 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP807739 RESTRICTION(S) ON THE USE OF LAND  
E974339 VARIATION OF RESTRICTION
- 3 AP622313 CONSOLIDATION OF REGISTERED BY-LAWS
- 4 AP622313 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

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STRATA PLAN 43431

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 7	3	- 7	4	- 9
5	- 8	6	- 10	7	- 10	8	- 9
9	- 9	10	- 7	11	- 7	12	- 7

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

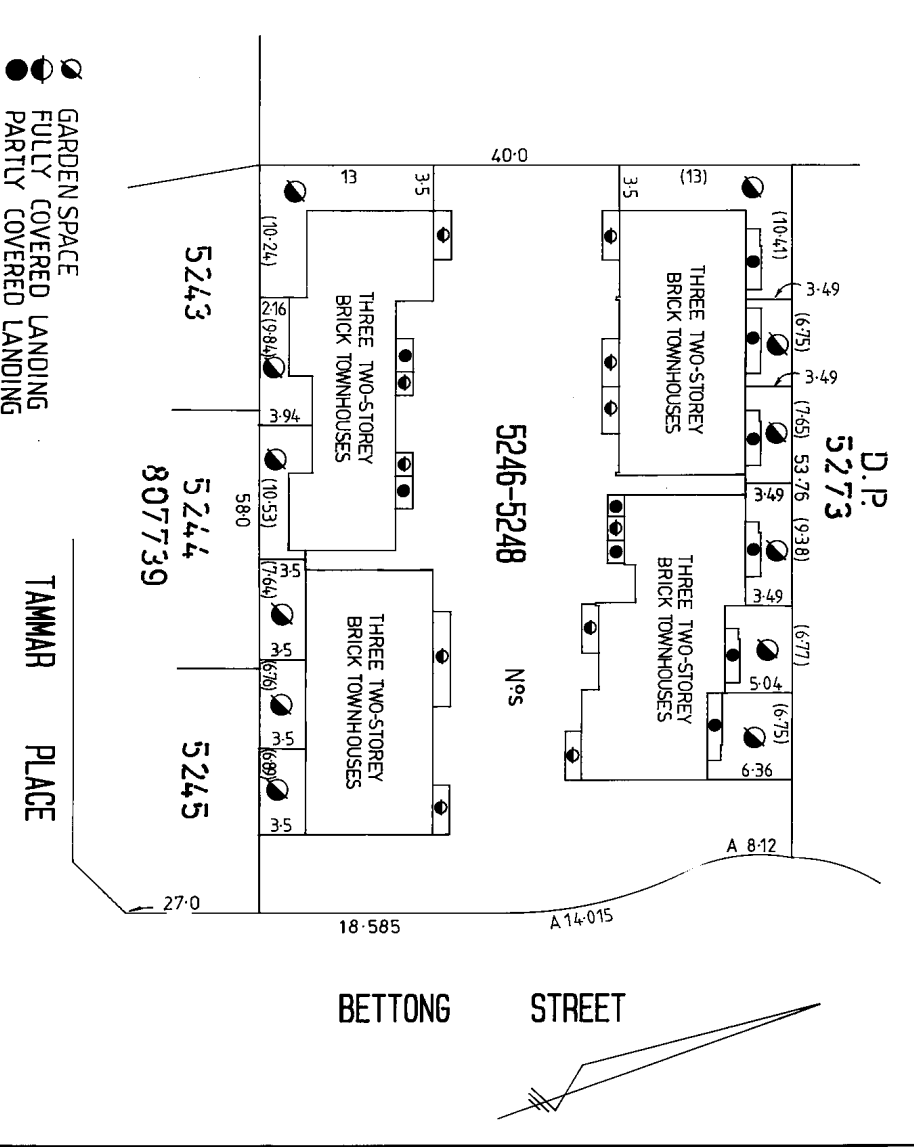
**COUNCIL'S CERTIFICATE**  
 The Council of the Shire of Shellharbour having satisfied itself that the requirements of the Strata Title Act, 1973 have been complied with, does hereby certify that the strata plan is a valid strata plan.  
 This approval is given on the condition that (a) the strata plan is subject to the restriction on user referred to in section 29 of the Strata Title Act, 1973.  
 Date: 9.3.1993  
 Subdivision No. SP 3/93  
 Council Clerk

**SURVEYOR'S CERTIFICATE**  
 I, GREGORY ALAN GOODMAN of G.A. GOODMAN SURVEYS, P/L P.O. BOX 355 a surveyor registered under the Surveyors Act 1992 hereby certify that:  
 (1) any wall, the lower surface of any boundary of a proposed lot, exists substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists.  
 (2) any floor or ceiling, the upper or under surface of any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan exists.  
 (3) any wall, floor, ceiling or structural frame space, by reference to which any boundary of a proposed lot is shown in the accompanying floor plan is different, exists.  
 (4) any building containing proposed lots situated on the land shown on the accompanying floor plan and each proposed lot shown on the accompanying floor plan, are wholly within the perimeter of the parcel shown on the floor plan.  
 (5) the survey information recorded in the accompanying floor plan is accurate.  
 Signature: [Signature] Date: 11/03/93  
 This is sheet 1 of my Plan in 3 sheets.

**PLAN OF SUBDIVISION OF LOTS 5246 5247 & 5248 IN DP807739**  
 Municipality: SHELLHARBOUR Locality: BLACKBUTT  
 Parish: TERRAGONG County: CAMDEN  
 Reduction Ratio 1:400 Lengths are in metres  
 Name of, and \*address for service of notices on, the body corporate: THE PROPRIETORS STRATA PLAN NO 43431 BETTONG STREET BLACKBUTT 2529  
 \*Address required on original strata plan only.

**STRATA PLAN 43431**  
 Registered: [Stamp] add 15-3-1993  
 C.A. No. SP3/93 OF 9.3.1993  
 Purpose: STRATA PLAN #  
 Ref. Map: W 8270-4  
 Last Plan: DP 807739

**THE SHELLHARBOUR CREDIT UNION LIMITED** by its Attorney:  
 Alan Keith Dravis Attorney Registered Book 1762 No. 8 WE DECLARE that we do hereby give notice of the rescission of the Strata Plan of Attorney.  
 [Signatures]



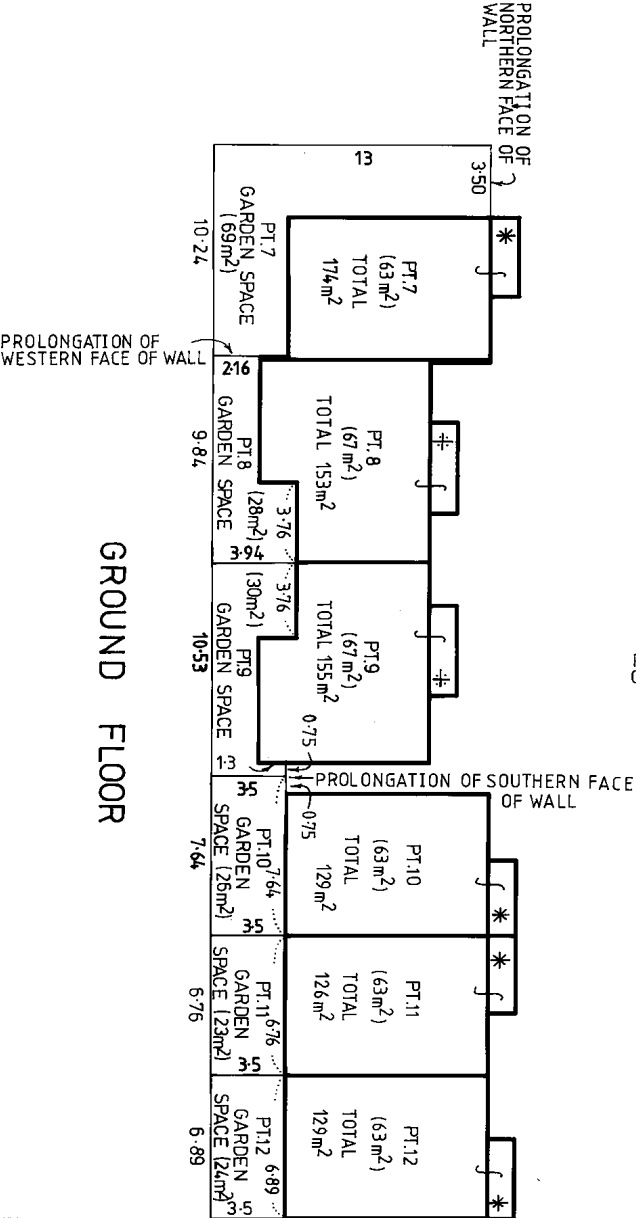
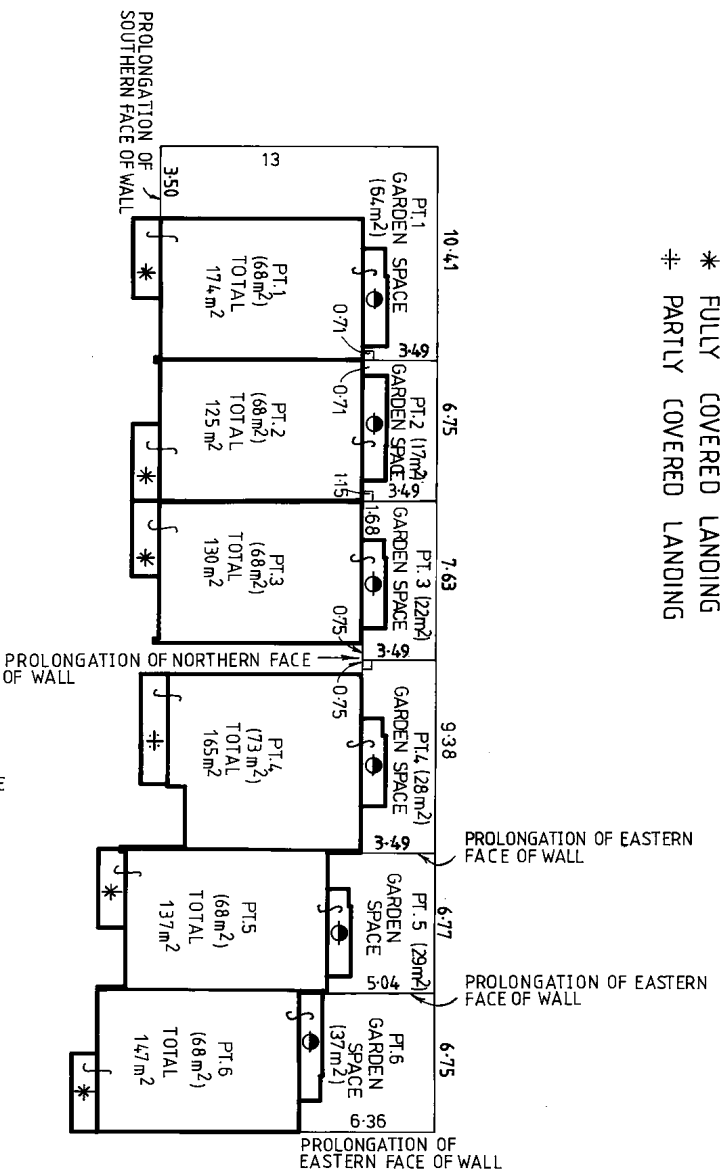
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Table of mm SURVEYOR'S REFERENCE: 101351 (CHECKLIST)

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

- ☉ PARTLY COVERED LANDING
- \* FULLY COVERED LANDING
- ⊕ PARTLY COVERED LANDING



GROUND FLOOR

LOT	SCHEDULE	OF UNIT	ENTITLEMENT
1		10	
2		7	
3		7	
4		9	
5		8	
6		10	
7		10	
8		9	
9		9	
10		7	
11		7	
12		7	
TOTAL		100	

- STRATUM OF GARDEN SPACE EXTENDS FROM 3 BELOW TO 5 ABOVE THE UPPER FLOOR SURFACE OF THE RESPECTIVE GROUND FLOOR LAUNDRY EXCEPTING WHERE OTHERWISE COVERED.
- STRATUM OF PARTLY COVERED LANDINGS EXTENDS TO THE PROLONGATION OF THE UNDERSIDE OF THE HORIZONTAL EAVES WHICH PARTLY COVER.

NOTE: ALL AREAS ARE APPROXIMATE ONLY.

Reduction Ratio 1: 250

Lengths are in metres

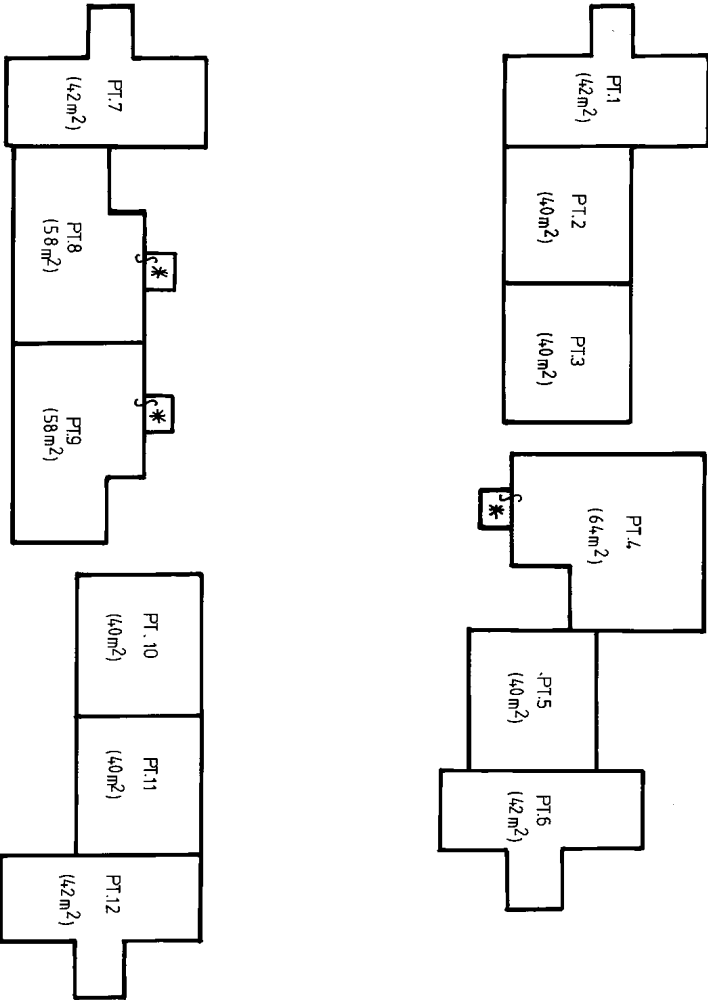
Registered Surveyor

Coordinating Clerk

SURVEYOR'S REFERENCE: 101351 (CHECKLIST)



FIRST FLOOR



\* FULLY COVERED BALCONY

NOTE: ALL AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 101351 (CHECKLIST)



SIGNATURES, SEALS AND STATEMENTS of intention to declare...  
SIGNED BY HER GRANTOR, MURRAY YALOW...  
AS DELEGATE OF THE NEW SOUTH WALES LAND AND...  
HUSING CORPORATION WHO HEREBY DECLARES THAT...  
HE HAS NO NOTICE OF THE REVOCATION OF THE...  
DELEGATION IN THE PRESENCE OF

*[Signature]*

**Council Landis Office Approval**  
PLAN APPROVED: [Signature]  
Land District: [Blank]  
Paper No.: [Blank]  
Field Book: [Blank]

**Council Clerk's Certificate**

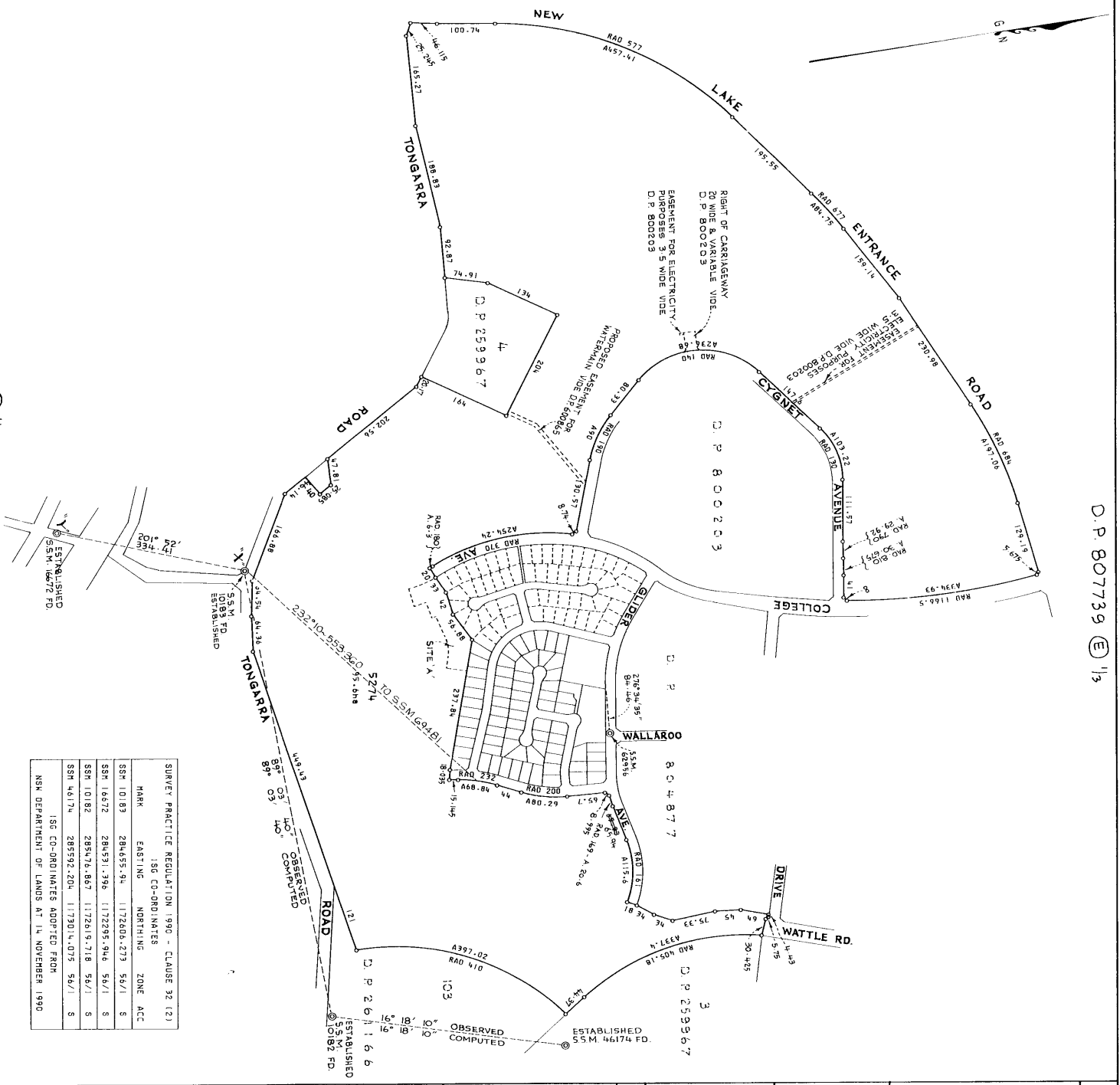
I hereby certify that...  
the requirements of the Local Government Act 1979...  
the requirements of Part 3 Division 2 of the Water Board...  
Act 1987 and the Water Supply Act 1987...  
have been complied with by the applicant in relation to the...  
proposed...  
Date: [Blank]

Signature: [Blank]  
Council Clerk

**Supervisor's Reference**  
20885/58

Plan Drawing only to appear in this space

D.P. 807739 @ 1/3



D.P. 807739 @ 1/3

WARNING: CHEATING OR FOLDING WILL LEAD TO REJECTION

SURVEY PRACTICE REGULATION 1990 - CLAUSE 32 (2)	1SG CO-ORDINATES	ZONE	ACC
MARK	EASTING	NORTHING	
SSM 10183	284655.94	1172606.273	58/1 S
SSM 16272	284531.296	1172295.946	58/1 S
SSM 10182	285476.867	1172619.718	58/1 S
SSM 16174	285592.204	1172014.075	58/1 S

1SG CO-ORDINATES ADOPTED FROM  
NSW DEPARTMENT OF LANDS AT 14 NOVEMBER 1990

OFFICE USE ONLY

DP 807739 @ 1/3

Registered: SH 1821991

CA TORRENS

Title System TORRENS

Purpose SUBDIVISION

Ref: Map W8270-4, W8270-5\*

Last Plan: DP 806281

PLAN OF SUBDIVISION OF LOT 5164 IN DP 806281

Lengths are in metres Reduction Ratio: 1:5000

Municipality SHELLHARBOUR

Locality SHELLHARBOUR

Parish TERRACONG

County CAMDEN

This is sheet 1 of my plan. 3 sheets (Delete if inapplicable)

BRIAN JOHN FRANKLIN of HALLIS & HOME PTY. LIMITED 3 & 3 PITT ST. SYDNEY

I, BRIAN JOHN FRANKLIN, of the above named firm, certify that the survey represented in this plan of lots 5201 to 5273, INCLUSIVE, is accurate and was taken in accordance with the Survey Practice Regulations, 1980 and any special requirements of the Act of 1979.

Dated: 20 DECEMBER, 1990  
Signature: [Signature]  
Surveyor registered under Surveyors Act 1979 as amended  
Number of sheets: 3  
Sheet: 1

Plans used in preparation of survey/compilation:  
800203 804871 804281

PLAN FOR USE ONLY for statements of intention to declare public reserves, drainage reserves, easements, public reserves, on the use of land or positive easements to sec. 81 of the PUBLIC WORKS ACT 1976 AND SEC. 15(1) OF THE HOUSING ACT 1976 IT IS INTENDED TO PROCLAIM AS PUBLIC HIGHWAY 1- BANDICOTT DRIVE PARKWAY, BENDONG STREET TAMAR PLACE, PURSUANT TO SEC. 15(1) OF THE HOUSING ACT 1976 IT IS INTENDED TO PROCLAIM AS PUBLIC RESERVE LOT 5273.

IT IS INTENDED TO CREATE PURSUANT TO SEC. 81 OF THE PUBLIC WORKS ACT 1976 AND SEC. 15(1) OF THE HOUSING ACT 1976 A ROAD 1.5 M. WIDE.

2. RIGHT OF CARRIAGEWAY 5 M. WIDE AND VARIABLE.

3. RIGHT OF CARRIAGEWAY EASEMENT TO DEAIN HAYES AND EASEMENT FOR SERVICES 5 M. WIDE AND VARIABLE.

4. EASEMENT FOR ELECTRICITY PURPOSES 3.5 M. WIDE.

5. EASEMENT FOR ELECTRICITY PURPOSES 5 M. WIDE AND VARIABLE.

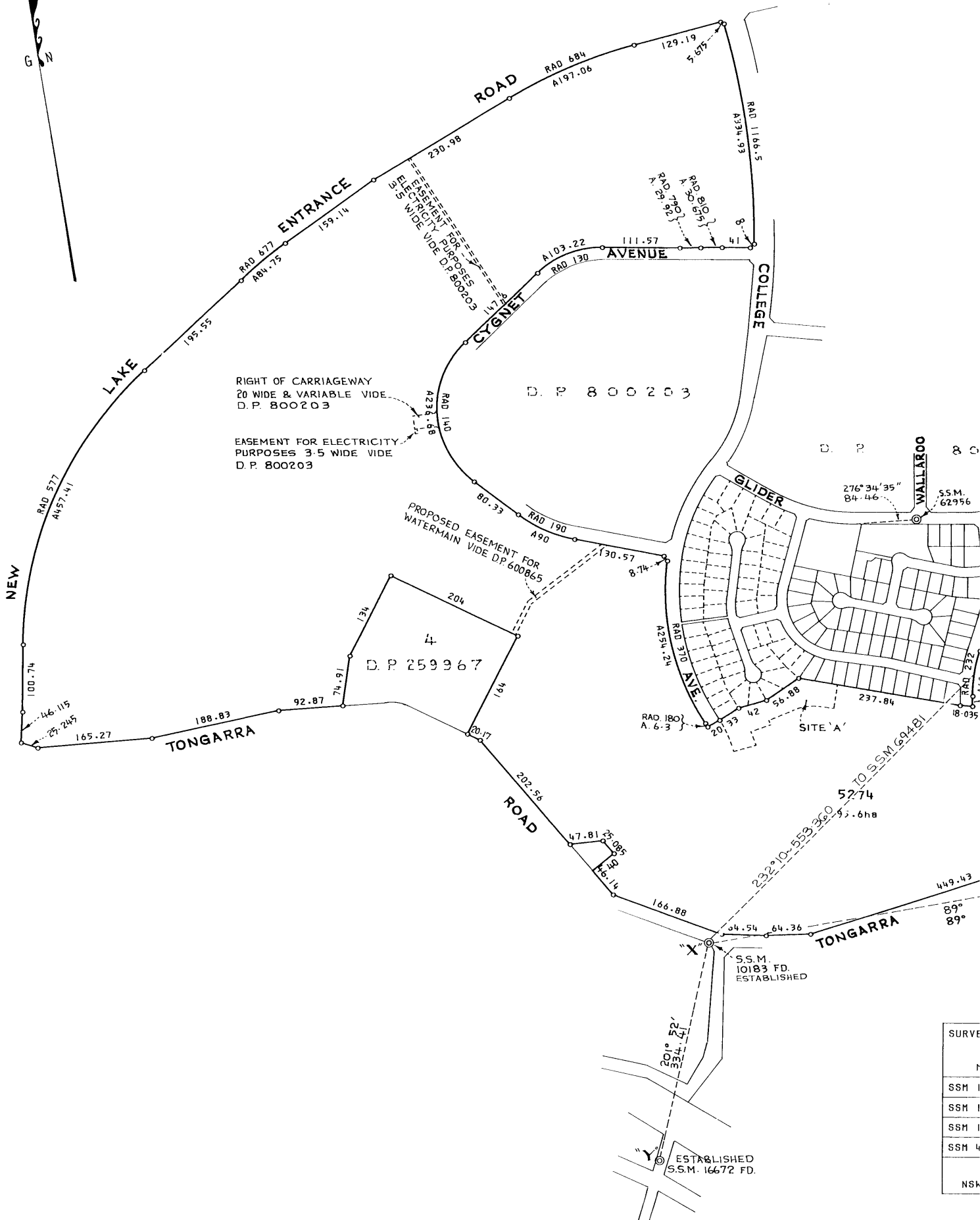
6. RESTRICTION ON USE.

WHERE ANY LOT SHOWN HEREIN BOUNDS ON A NON-TIDAL STREAM OR ROAD THE TITLE EXTENDS TO THE BOUNDARY OF THE LOT AND NOT TO THE MIDDLE LINE THEREOF.

D.P. 807739 (E) 1/3

cate  
ves.  
ts.

AND  
HAT  
THE



D.P. 807739 (E) 1/3

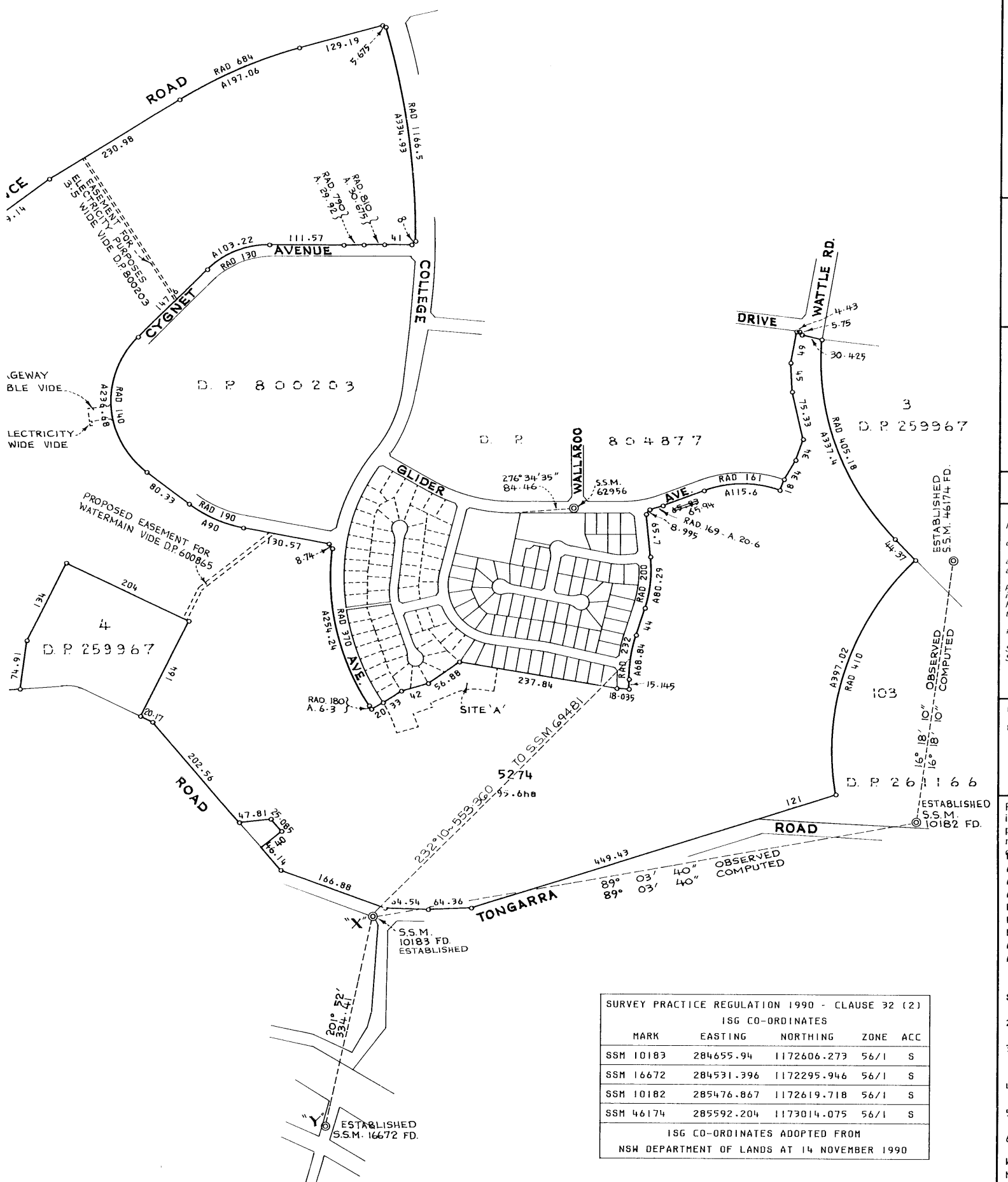
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	Table of mm	210	220	230	240	250	260	270	280
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-------------	-----	-----	-----	-----	-----	-----	-----	-----

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEY
SSM 1
SSM 1
SSM 1
SSM 4
NSW

Plan Drawing only to appear in this space

D.P. 807739 (E) 1/3



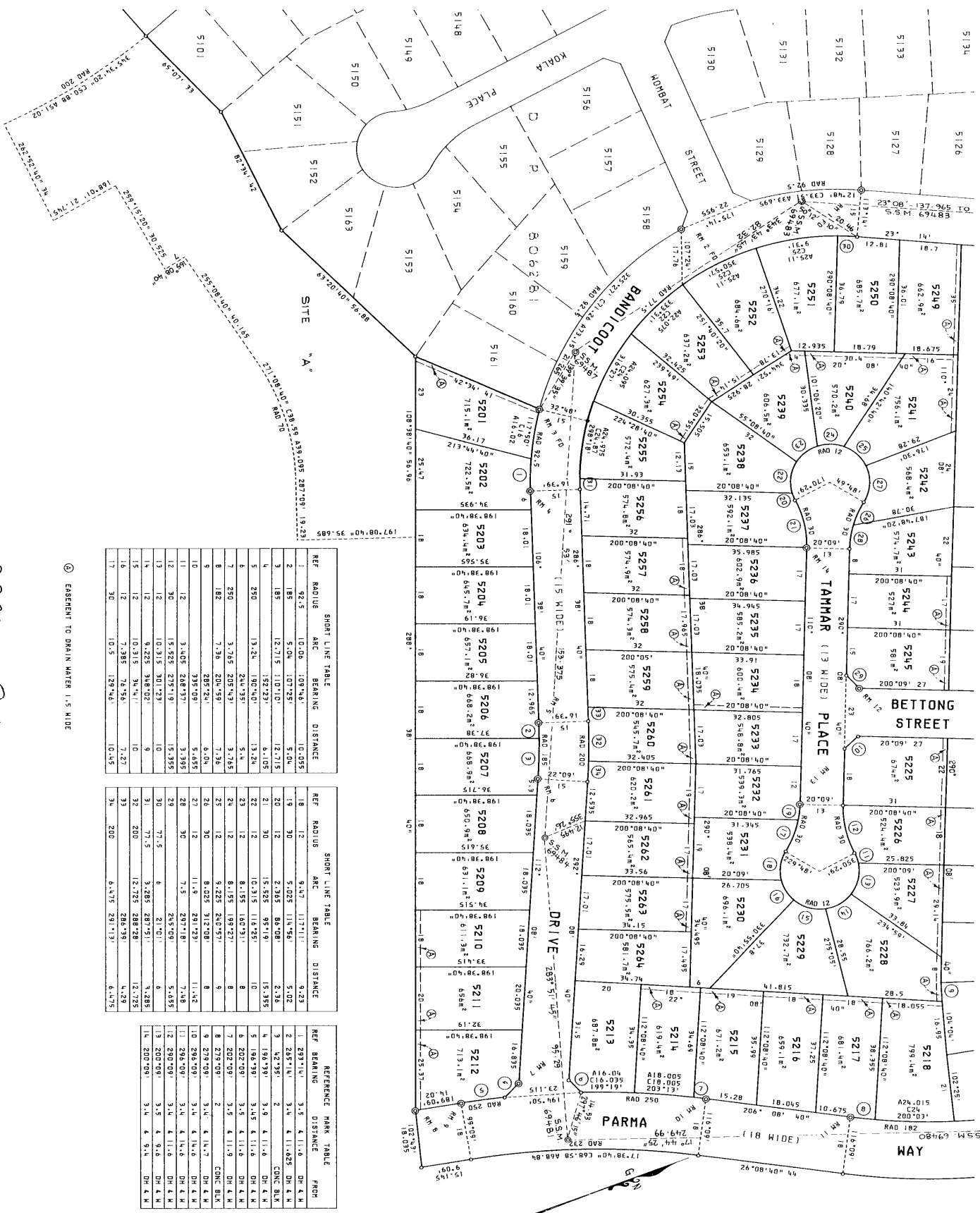
D.P. 807739 (E) 1/3



To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

D.P. 807739 (E) 2/3



SHORT LINE TABLE

REF	RADIUS	ARC	BEARING	DISTANCE
1	92.5	10.00	109.94	10.095
2	185	5.00	107.95	5.00
3	185	12.715	110.10	12.715
4	5	13.24	152.23	6.105
5	250	13.24	190.40	5.4
6	250	3.745	205.92	2.785
7	250	7.34	204.94	6.04
8	182	7.34	205.92	6.04
9	182	20.4	99.1	20.4
10	12	3.405	248.91	3.395
11	12	15.525	275.91	15.395
12	30	10.315	301.23	10
13	12	9.225	348.02	9
14	12	10.315	34.41	10
15	12	7.385	76.56	7.27
16	12	10.5	129.44	10.445
17	30	10.5	129.44	10.445

SHORT LINE TABLE

REF	RADIUS	ARC	BEARING	DISTANCE
18	12	9.47	117.11	9.23
19	30	5.025	114.56	5.02
20	12	2.345	96.08	2.34
21	30	15.525	95.19	15.355
22	12	10.315	116.25	10
23	12	8.155	160.31	8
24	12	8.155	189.23	8
25	12	9.225	210.57	9
26	30	6.025	212.08	6
27	12	11.9	231.23	11.42
28	30	11.9	231.23	11.42
29	77.5	6	21.01	6
30	77.5	3.285	287.51	3.285
31	200	12.725	288.28	12.725
32	200	6.475	291.13	6.475
33	200	6.475	291.13	6.475

REFERENCE MARK TABLE

REF	BEARING	DISTANCE	FROM
1	293.74	3.5	4 11.65 DH & H
2	285.14	3.4	4 11.65 DH & H
3	42.95	2	CONC B/L
4	156.39	3.8	4 11.6 DH & H
5	156.39	3.45	4 11.6 DH & H
6	202.09	2.5	4 11.6 DH & H
7	202.09	3.5	4 11.9 DH & H
8	219.09	2	CONC B/L
9	219.09	3.4	4 11.7 DH & H
10	296.09	3.4	4 11.6 DH & H
11	296.09	3.4	4 11.6 DH & H
12	290.09	3.5	4 9.6 DH & H
13	290.09	3.4	4 9.1 DH & H
14	200.09	3.4	4 9.1 DH & H

⊕ EASEMENT TO DRAIN WATER 1.5 MIDE

D.P. 807739 (E) 2/3

Plan Drawing only to appear in this space

DP 807739 (E)

Registered: SH 18.2.1991

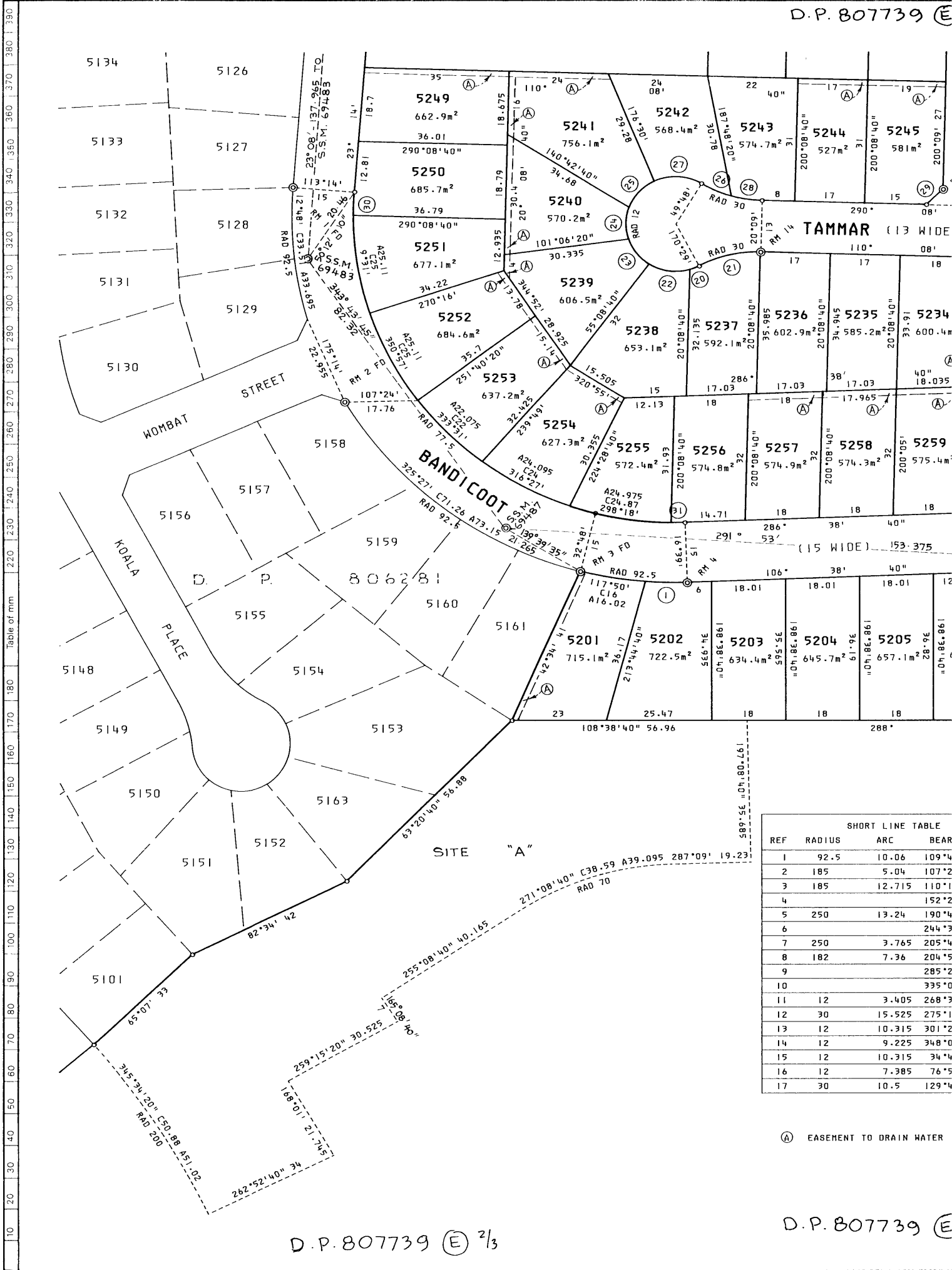
B. Frankel

This is some of the information covered by the Act.

Registered: SH 18.2.1991

Reaction Rate: 800

D.P. 807739 (E)



REF	RADIUS	ARC	BEAR
1	92.5	10.06	109°4'
2	185	5.04	107°2'
3	185	12.715	110°1'
4			152°2'
5	250	13.24	190°4'
6			244°3'
7	250	3.765	205°4'
8	182	7.36	204°5'
9			285°2'
10			335°0'
11	12	3.405	268°3'
12	30	15.525	275°1'
13	12	10.315	301°2'
14	12	9.225	348°0'
15	12	10.315	34°4'
16	12	7.385	76°5'
17	30	10.5	129°4'

(A) EASEMENT TO DRAIN WATER

D.P. 807739 (E) 2/3

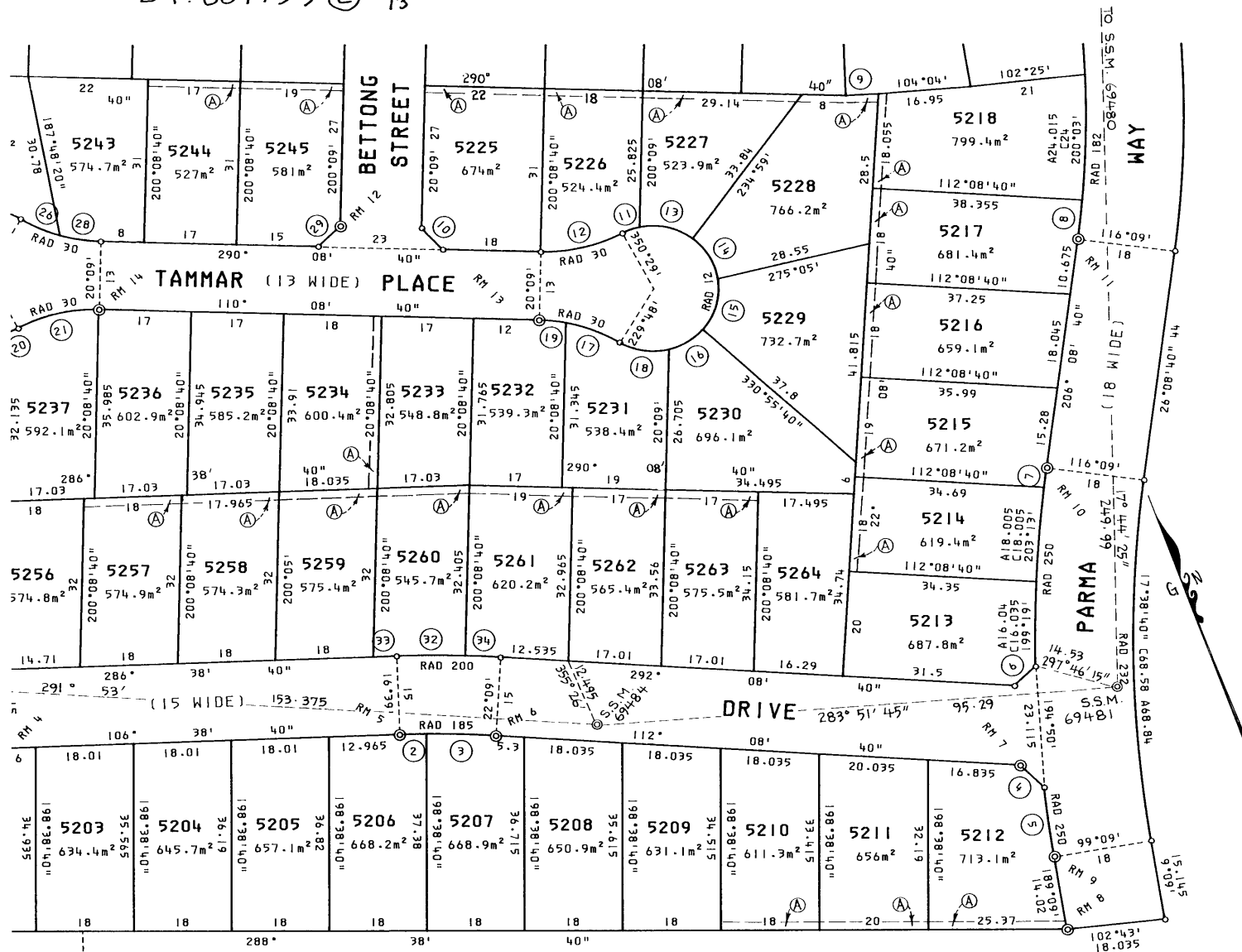
D.P. 807739 (E)

PLAN FORM 3

Table of mm  
 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

D.P. 807739 (E) 2/3



SHORT LINE TABLE				
REF	RADIUS	ARC	BEARING	DISTANCE
1	92.5	10.06	109°46'	10.055
2	185	5.04	107°25'	5.04
3	185	12.715	110°10'	12.715
4			152°23'	6.105
5	250	13.24	190°40'	13.24
6			244°35'	5.4
7	250	3.765	205°43'	3.765
8	182	7.36	204°59'	7.36
9			285°24'	6.04
10			335°09'	5.655
11	12	3.405	268°37'	3.395
12	30	15.525	275°19'	15.355
13	12	10.315	301°23'	10
14	12	9.225	348°02'	9
15	12	10.315	34°41'	10
16	12	7.385	76°56'	7.27
17	30	10.5	129°46'	10.45

SHORT LINE TABLE				
REF	RADIUS	ARC	BEARING	DISTANCE
18	12	9.47	117°11'	9.23
19	30	5.025	114°56'	5.02
20	12	2.365	86°08'	2.36
21	30	15.525	95°19'	15.355
22	12	10.315	116°25'	10
23	12	8.155	160°31'	8
24	12	8.155	199°27'	8
25	12	9.225	240°57'	9
26	30	8.025	312°08'	8
27	12	11.9	291°23'	11.42
28	30	7.5	297°18'	7.48
29			245°09'	5.655
30	77.5	6	21°01'	6
31	77.5	3.285	287°51'	3.285
32	200	12.725	288°28'	12.725
33			286°39'	4.29
34	200	6.475	291°13'	6.475

REFERENCE MARK TABLE			
REF	BEARING	DISTANCE	FROM
1	293°14'	3.5 & 11.6	DH & H
2	265°14'	3.4 & 11.625	DH & H
3	42°35'	2	CONC BLK
4	196°39'	3.9 & 11.6	DH & H
5	196°39'	3.45 & 11.6	DH & H
6	202°09'	3.5 & 11.6	DH & H
7	202°09'	3.5 & 11.9	DH & H
8	279°09'	2	CONC BLK
9	279°09'	3.4 & 14.7	DH & H
10	296°09'	3.4 & 14.6	DH & H
11	296°09'	3.4 & 14.6	DH & H
12	290°09'	3.4 & 11.6	DH & H
13	200°09'	3.5 & 9.6	DH & H
14	200°09'	3.4 & 9.4	DH & H

(A) EASEMENT TO DRAIN WATER 1.5 WIDE

D.P. 807739 (E) 2/3

Regis

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B

Surveyor

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sheets C

For use

Form 2

Reduct

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

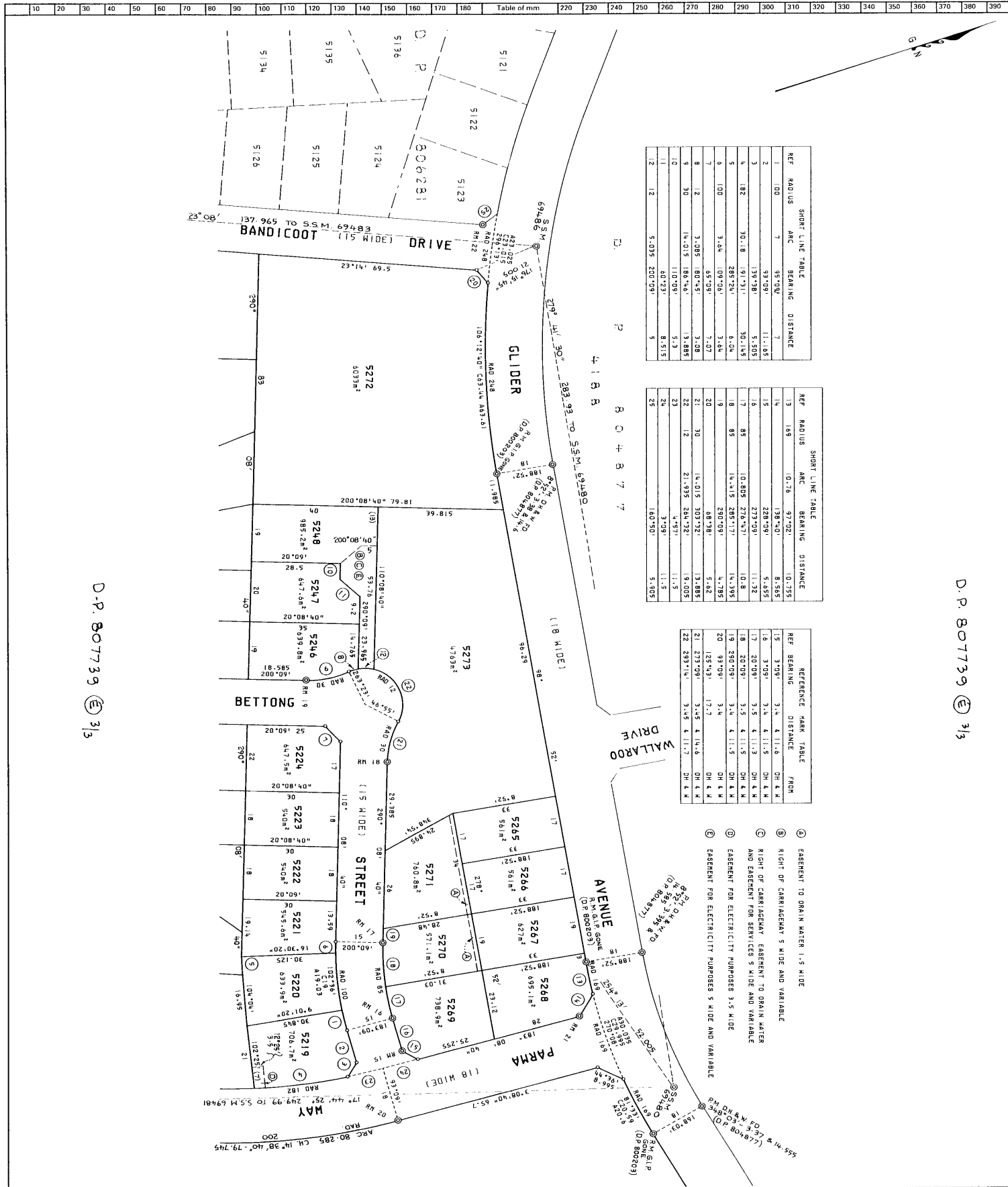
D.P. 807739 (E) 3/3

REF.	RADIUS	ARC	BEARING	DISTANCE
1	100	7	95.99°	7
2				
3	93.09	7	11.65°	7
4	139.98	7	5.505°	7
5	30.18	191.31°	30.145	7
6	285.24	6.04	3.64	7
7	65.99	7.07	3.08	7
8	3.085	180.45°	3.08	7
9	14.015	186.46°	3.885	7
10	110.09	5.3	4.971	7
11	60.23	8.515	5.075	7
12	12	5.075	200.09°	5

REF.	RADIUS	ARC	BEARING	DISTANCE
13	169	0.78	97.02°	10.355
14				
15	3.09	138.40°	8.565	11.5
16	20.09	228.09°	11.32	11.32
17	20.09	273.09°	10.8	10.8
18	85	10.805	276.47°	14.395
19	320.09	3.4	11.5	11.5
20	93.09	3.4	11.5	11.5
21	30	14.015	303.72°	19.005
22	12	21.935	264.72°	19.005
23				
24				
25				

REF.	BEARING	DISTANCE	FROM
15	3.09	3.4	4.11.5 DH & M
16	3.09	3.4	4.11.5 DH & M
17	20.09	3.5	4.11.3 DH & M
18	20.09	3.5	4.11.3 DH & M
19	320.09	3.4	4.11.5 DH & M
20	93.09	3.4	4.11.5 DH & M
21	273.09	17.7	11.5 DH & M
22	273.09	3.45	4.14.6 DH & M
23	293.14	3.45	4.11.7 DH & M

- ④ EASEMENT TO DRAIN WATER 1.5 MIDE
- ⑤ RIGHT OF CARRIAGEWAY 5 MIDE AND VARIABLE
- ⑥ RIGHT OF CARRIAGEWAY EASEMENT TO DRAIN WATER AND EASEMENT FOR SERVICES 5 MIDE AND VARIABLE
- ⑦ EASEMENT FOR ELECTRICITY PURPOSES 3.4 MIDE
- ⑧ EASEMENT FOR ELECTRICITY PURPOSES 5 MIDE AND VARIABLE



D.P. 807739 (E) 3/3

Plan Drawing only to appear in this space

Reduction Ratio: 800 SURVEYOR'S REFERENCE: 20885/5B CDS 3	Registered: SH 182.1991 This is sheet 3 of any plan in 3 sheets dated	B F Rowland Surveyor registered under Surveyors Act 1992 This is sheet of the plan of streets covered by my Certificate No	DP 807739 (E) OFFICE USE ONLY	For use where space is insufficient in any detail on Plan Form 2 Council Clerk
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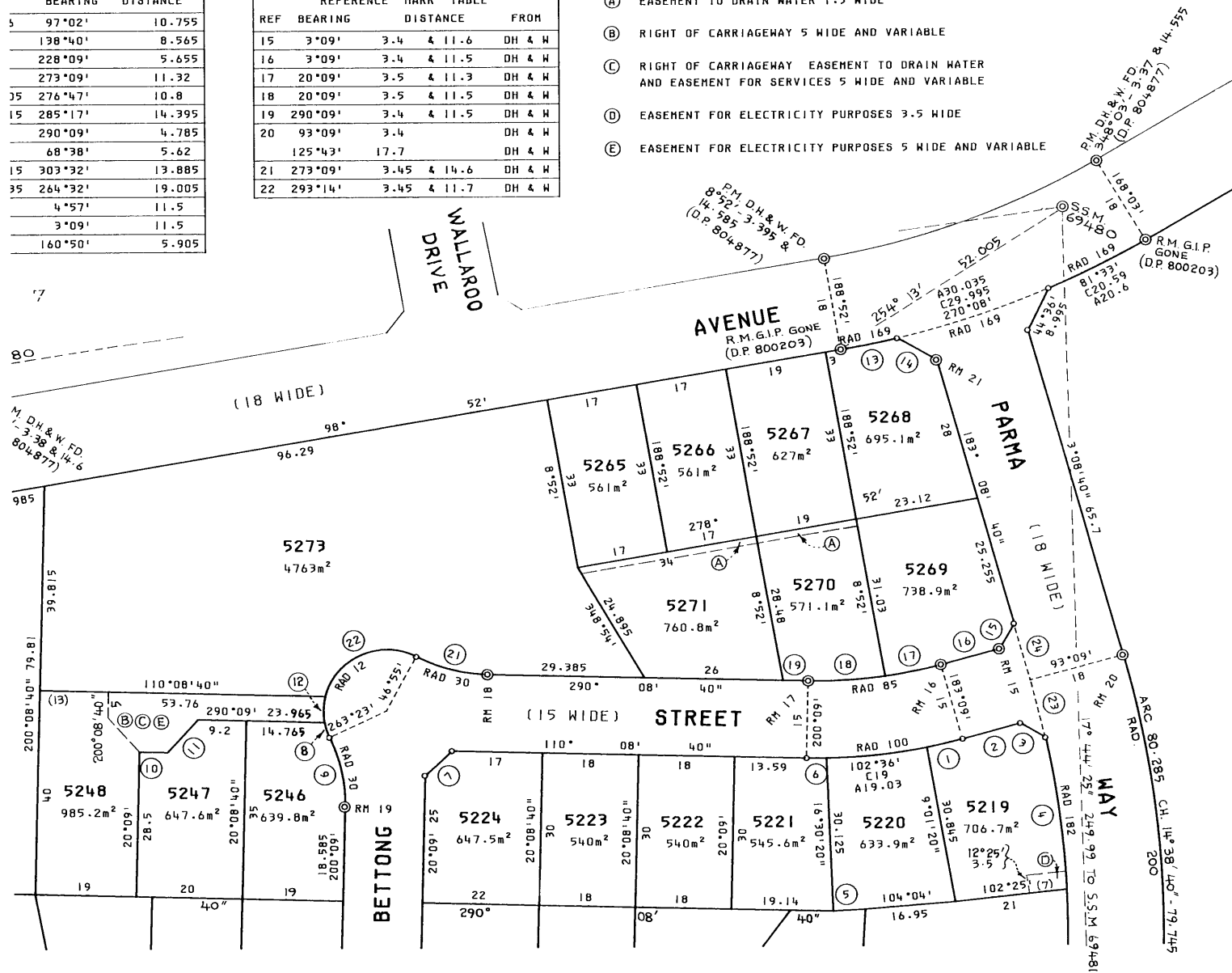
**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

D.P. 807739 (E) 3/3

BEARING	DISTANCE
97°02'	10.755
138°40'	8.565
228°09'	5.655
273°09'	11.32
276°47'	10.8
285°17'	14.395
290°09'	4.785
68°38'	5.62
303°32'	13.885
264°32'	19.005
4°57'	11.5
3°09'	11.5
160°50'	5.905

REF	BEARING	DISTANCE	FROM
15	3°09'	3.4 & 11.6	DH & W
16	3°09'	3.4 & 11.5	DH & W
17	20°09'	3.5 & 11.3	DH & W
18	20°09'	3.5 & 11.5	DH & W
19	290°09'	3.4 & 11.5	DH & W
20	93°09'	3.4	DH & W
	125°43'	17.7	DH & W
21	273°09'	3.45 & 14.6	DH & W
22	293°14'	3.45 & 11.7	DH & W

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) RIGHT OF CARRIAGEWAY 5 WIDE AND VARIABLE
- (C) RIGHT OF CARRIAGEWAY EASEMENT TO DRAIN WATER AND EASEMENT FOR SERVICES 5 WIDE AND VARIABLE
- (D) EASEMENT FOR ELECTRICITY PURPOSES 3.5 WIDE
- (E) EASEMENT FOR ELECTRICITY PURPOSES 5 WIDE AND VARIABLE



D.P. 807739 (E) 3/3

D.P. 807739 (C)

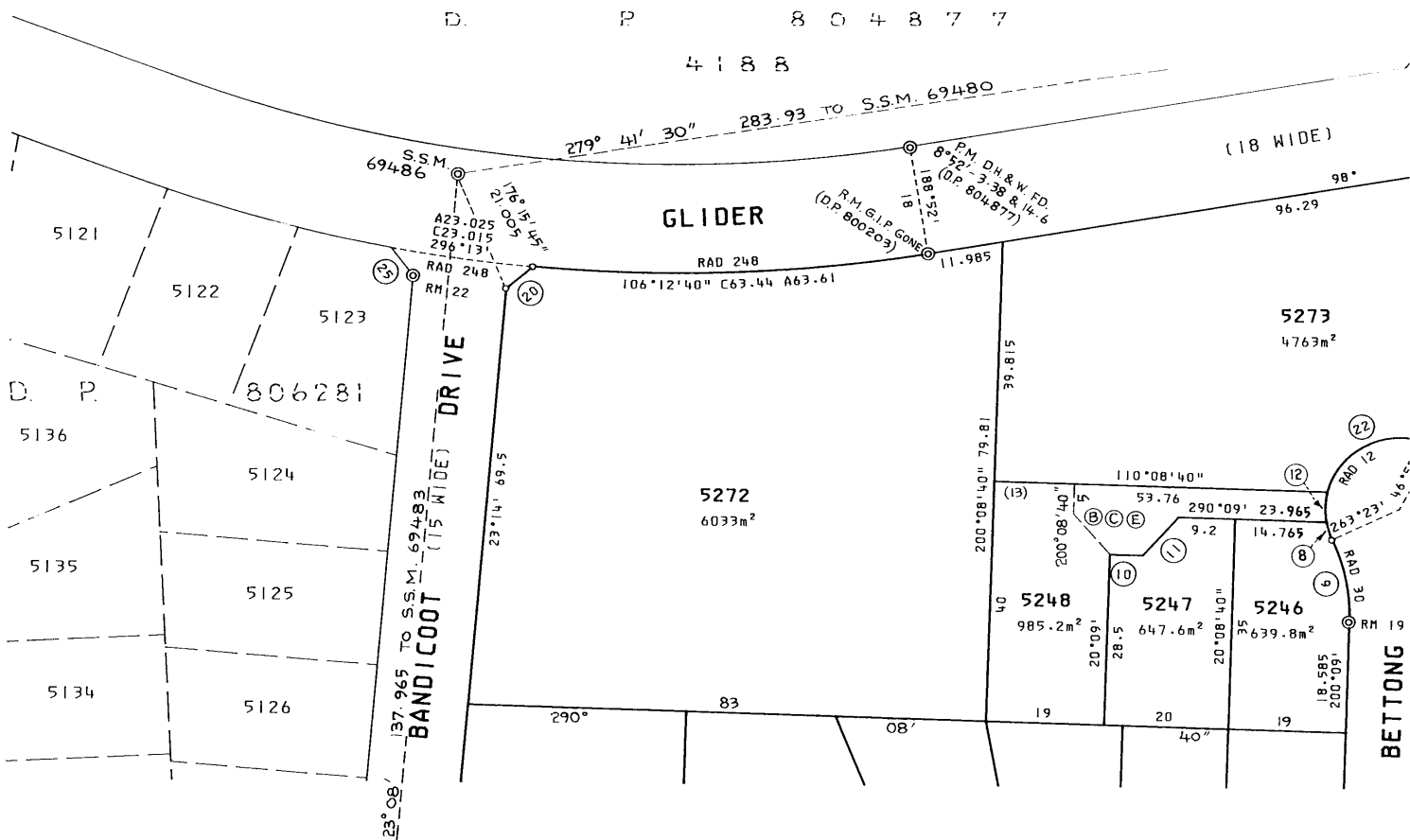
SHORT LINE TABLE				
REF	RADIUS	ARC	BEARING	DISTANCE
1	100	7	95°09'	7
2			93°09'	11.165
3			139°38'	5.505
4	182	30.18	191°31'	30.145
5			285°24'	6.04
6	100	3.64	109°06'	3.64
7			65°09'	7.07
8	12	3.085	180°45'	3.08
9	30	14.015	186°46'	13.885
10			110°09'	5.3
11			60°23'	8.515
12	12	5.035	200°09'	5

SHORT LINE TABLE				
REF	RADIUS	ARC	BEARING	DISTANCE
13	169	10.76	97°02'	10.755
14			138°40'	8.565
15			228°09'	5.655
16			273°09'	11.32
17	85	10.805	276°47'	10.8
18	85	14.415	285°17'	14.395
19			290°09'	4.785
20			68°38'	5.62
21	30	14.015	303°32'	13.885
22	12	21.935	264°32'	19.005
23			4°57'	11.5
24			3°09'	11.5
25			160°50'	5.905

REFERENCE	
REF	BEARING
15	3°09'
16	3°09'
17	20°09'
18	20°09'
19	290°09'
20	93°09'
	125°43'
21	273°09'
22	293°14'

D. P. 804877

4188



D.P. 807739 (E) 3/3

D.P. 807739 (E)

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

Lengths are in Metres.

(Sheet 1 of 6 Sheets)

PART 1.

Plan: **DP807739**

Subdivision of Lot 5164 in DP 806281

Full name and address of  
proprietor of the land.

Land and Housing Corporation  
23-31 Moore Street,  
Liverpool. NSW. 2170

1. Identity of Easement  
firstly referred to  
in abovementioned plan.

Easement to Drain Water 1.5 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

5201  
5210  
5211  
5212  
5214  
5215  
5216  
5217  
5218  
5225  
  
5226  
  
5227  
  
5228  
5234  
  
5239  
5240  
5241  
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5245  
5249  
  
5252  
5253  
5254  
5257  
5258  
5259  
  
5260  
5261  
5262  
5263  
5270  
5271

Part 5274 designated Site "A"  
5209  
5209, 5210  
5209, 5210, 5211  
5213  
5213, 5214  
5213, 5214, 5215  
5213, 5214, 5215, 5216  
5213, 5214, 5215, 5216, 5217  
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5226, 5227, 5228  
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5213, 5214, 5215, 5216, 5217, 5218  
5256, 5257, 5258, 5259, 5260, 5261,  
5262, 5263, 5264  
5252, 5253, 5254, 5255  
5239, 5252, 5253, 5254, 5255  
5239, 5240, 5242, 5252, 5253, 5254, 5255  
5243  
5243, 5244  
5239, 5240, 5241, 5242  
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5254, 5255  
5255  
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5256, 5257  
5256, 5257, 5258,  
5260, 5261, 5262, 5263, 5264  
5261, 5262, 5263, 5264  
5262, 5263, 5264  
5263, 5264  
5264  
5269  
5269, 5270

REGISTERED



SH 182/1991

*Miss  
L. Ford*

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

Lengths are in Metres.

(Sheet 2 of 6 Sheets)

PART 1.

Plan: **DP807739**

Subdivision of Lot 5164 in DP 806281

2. Identity of Easement  
secondly referred to  
in abovementioned plan. Right of Carriageway  
5 Wide and Variable.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened.

Name of Authority Benefited.

5248

Illawarra County Council

3. Identity of Easement  
thirdly referred to  
in abovementioned plan. Right of Carriageway,  
Easement to Drain Water and  
Easement for Services  
5 Wide and Variable

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

5248

5246, 5247

4. Identity of Easement  
fourthly referred to  
in abovementioned plan. Easement for Electricity Purposes  
3.5 Wide.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened.

Name of Authority Benefited.

5219

Illawarra County Council

5. Identity of Easement  
fifthly referred to  
in abovementioned plan. Easement for Electricity Purposes  
5 Wide and Variable.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened.

Name of Authority Benefited.

5248

Illawarra County Council

6. Identity of Restriction  
sixthly referred to  
in abovementioned plan. Restriction on Use.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

Each lot except  
lots 5272, 5273, 5274

Every other lot except  
lots 5272, 5273, 5274

REGISTERED  SH 18.2.1991

*Handwritten signature*



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

Lengths are in Metres.

(Sheet 3 of 6 Sheets)

PART 2.

Plan: DP807739

Subdivision of Lot 5164 in DP 806281

3. TERMS OF RIGHT OF CARRIAGEWAY, EASEMENT TO DRAIN WATER AND EASEMENT FOR SERVICES 5 WIDE AND VARIABLE THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Right of Carriageway as set out in PART I of SCHEDULE VIII of the CONVEYANCING ACT, 1919 and Easement to Drain Water as set out in PART III of SCHEDULE VIII of the CONVEYANCING ACT, 1919 with the following addition:-

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, install, carry, maintain and use through, above, on and under that part of the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the lot hereby benefited provided that the said drains, pipes, conduits, poles, wire and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the Right of Carriageway hereby reserved together with the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter upon that part of the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of that part of the lot hereby burdened to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and/or free access to the lot hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

REGISTERED  SH 13.2.1991

*Handwritten signature*  
*4/9/91*

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

Lengths are in Metres.

(Sheet 4 of 6 Sheets)

PART 2.

Plan: **DP807739**

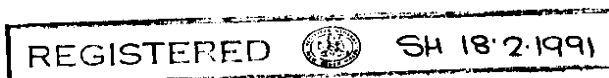
Subdivision of Lot 5164 in DP 806281

*4.5.*  
4,5. TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 3.5 WIDE ~~XXXXXXXX~~ REFERRED TO  
AND EASEMENT FOR ELECTRICITY PURPOSES 5 WIDE AND VARIABLE ~~XXXXXXXX~~  
REFERRED TO IN ABOVEMENTIONED PLAN. ~~XXXXXXXX~~ FIFTHLY

FULL AND FREE RIGHT FOR THE AUTHORITY IN WHOSE FAVOUR THIS EASEMENT IS  
CREATED its employees and contractors together with all necessary plant  
and vehicles to use and maintain for the purpose of the transmission of  
electrical energy the electrical substation equipment structures cables  
and fittings constructed installed and laid in and above the land burdened  
by this instrument. The authority in whose favour this easement is created  
shall have the following rights :

- (1) to make all necessary excavations in or under the land provided that the surface of the said land shall be rehabilitated and restored;
- (2) to enter upon the land for the purpose of installing any component in substitution for or in addition to any electrical substation equipment structures cables and fittings installed in and above the ground;
- (3) to enter upon the land to inspect and maintain the condition of the electrical substation equipment structures cables and fittings;
- (4) to cut and trim trees branches or other foliage which may either overhang or encroach the land;
- (5) The authority in whose favour this easement is created shall not be obliged to construct or maintain any fence on the boundary or any other part of the land except;
  - (a) where in the course of exercising its rights the authority in whose favour this easement is created removes or damages any existing fence or;
  - (b) where the construction of the fence is by reason of any danger occasioned by the use of the land by the authority in whose favour this easement is created.

AND PROVIDED FURTHER that the Registered Proprietor shall for himself and others the owner or owners from time to time of the land referred to above covenant with the authority in whose favour this easement is created that he will not wilfully do or knowingly suffer to be done any act or thing which may injure or damage the said electrical substation equipment structures cables and fittings or interfere with the free flow of electricity through under over or along the land or impede the exercise of the rights granted herein by constructing installing or placing upon the land any building structure or apparatus (without the written permission thereto) AND if any such injury be done or interference be made the Registered Proprietor will forthwith pay the costs of properly repairing all such injury or damage.



*Signature*

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

Lengths are in Metres.

(Sheet 5 of 6 Sheets)

PART 2.

Plan: **DP807739**

Subdivision of Lot 5164 in DP 806281

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

(a) Not more than one main building shall be erected on the lot hereby burdened and such main building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any lot arising out of the resubdivision of the lot hereby burdened.

(b) No garage or outbuilding shall be erected or permitted to remain on the lot hereby burdened except until after or concurrently with the erection of any main building thereon.

(c) Without prior consent in writing of the New South Wales Land and Housing Corporation which the Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever, no building or structure shall be erected on the lot hereby burdened having external walls other than of new materials and any such building shall not be of a prefabricated or temporary structure or of a kit-type construction or which has been transported to or reassembled on such lot.

(d) No fence shall be erected on the lot hereby burdened closer to the public highway than the house building line as fixed by the responsible Shire, Municipal or City Council.

(e) No fence shall be erected on the lot hereby burdened to divide it from any adjoining lots owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lots by the New South Wales Land and Housing Corporation or its successors other than purchases on sale.

(f) No advertisement hoarding sign or matter shall be displayed or erected on the lot hereby burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

(g) No sanitary convenience erected on the lot hereby burdened shall be detached or separated from any main building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said lot and if the building or structure in which the said sanitary convenience is situate is visible from the public highway to which said lot fronts then the same shall be suitably screened.

REGISTERED  SH 18.2.1991

*Handwritten signature*

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

Lengths are in Metres.

(Sheet 6 of 6 Sheets)

PART 2.

Plan: DP807739

Subdivision of Lot 5164 in DP 806281

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(h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from the lot hereby burdened except so far as may be reasonably necessary for the erection in accordance with the covenants contained herein of any building or swimming pool on the said lot or for any purposes incidental or ancillary thereto.

---

NAME OF PERSON EMPOWERED TO RELEASE, VARY OF MODIFY RESTRICTION SIXTHLY  
REFERRED TO IN ABOVEMENTIONED PLAN.

Land and Housing Corporation.

---

SIGNED by me GRAHAME RICHARD YARD  
as DELEGATE of the NEW SOUTH WALES  
LAND AND HOUSING CORPORATION,  
who hereby declares that he has no  
notice of the revocation of the  
delegation, in the presence of

.....*G. Yard*.....

.....*Wilson*.....

REGISTERED  SH 18.2.1991

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**



**AP622313G**

New South Wales  
Strata Schemes Management Act  
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/SP43431

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any Illawarra Strata Management PO Box 1209 WOLLONGONG <i>4226 4144</i>	CODE
	Reference: SP43431	<b>CH</b>

- (C) The Owners-Strata Plan No. 43431 certify that a special resolution was passed on 26/8/2019
- (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. By Laws 1-19 & Special by laws 1-6  
 Added by-law No. 1-26  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:

See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to as Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 43431 was affixed on 25/9/2019 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: Tracey Payne

Authority: Strata Manager

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

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

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



**Consolidated List of By-laws for SP43431  
8-12 Bettong Street  
Blackbutt NSW 2529**

**1 Noise**

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

**2 Vehicles**

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

**3 Obstruction of common property**

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

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

An owner or occupier of a lot must not, except where there is written approval of the owners corporation:

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

**5 Damage to common property**

- 5.1 An owner or occupier of a lot must not damage or deface any structure that forms part of the common property other than in accordance with the Strata Schemes Management Act 2015.
- 5.2 An owner or occupier of a lot must reimburse the owners corporation for the cost of rectifying any damage to the common property due to an owner or occupier's breach of clause 5.1.
- 5.3 An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) 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
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5 Clause 5.3 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.



5.6 The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 5.3 that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 5.3 that forms part of the common property and that services the lot.

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

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

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

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

## **8 Behaviour of invitees**

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

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

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

## **10 Drying of laundry items**

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

## **11 Cleaning windows and doors**

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

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

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

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

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

### **14 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **15 Garbage disposal**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place 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 any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilt.

### **16 Keeping of animals**

- 16.1 Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal (except fish in a secure aquarium on the lot) on the lot or the common property.
- 16.2 The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- 16.3 The owners corporation may require a person who keeps an assistance animal on a lot to produce evidence to the owners corporation that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 (Cth).

### **17 Appearance of lot**

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



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

#### **18 Notice board**

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

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

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

#### **20 Alteration to Common Property**

By special resolution pursuant to Section 52 of the *Strata Schemes Management Act 1996 (NSW)* ("the Act") the following additions be made to the By Laws applying to the Strata Scheme and that notification of this change to the By Laws be lodged for registration in accordance with Section 48 at the Registrar General's Office.

### **A DEFINITIONS**

"Owner" means an owner of a lot on Strata Scheme 43431.

"Building Works" means the alterations and additions undertaken by the respective Owner to erect and attach structures (including all ancillary structures) to the common property adjoining the roof space, being a solar hot water system and panels before and after the making of this by-law.

Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they will have the same meaning as those words are attributed under that Act.

### **B RIGHTS**

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (b) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

### **C CONDITIONS**

#### **1 Maintenance**

- (a) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached in a state of good and serviceable repair.
- (b) In respect of their lot, the Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must renew and replace the Building Works as required from time to time whenever the Owners Corporation may reasonably request by written notice to the Owner.

#### **2 Documentation**

Before commencing the Building Works the Owner must submit to the Owners Corporation the following documents relating to the Building Works:

- (a) plans and drawings including the proposed colour scheme;

- (b) specifications;
- (c) structural diagrams; and
- (d) any other document reasonably required by the Owners Corporation.

### **3 Approvals**

- (a) The Building Works must be compliant with Australian Standards.
- (b) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from:
  - (i) the relevant consent authority under the Environmental Planning and Assessment Act; and
  - (ii) any other relevant statutory authority whose requirements apply to the Building Works.

### **4 Insurance**

Before commencing the Building Works the Owner must effect or cause to be effected the following insurances in respect of their lot in the joint names of the Owner and Owners Corporation:

- (a) contractors all works insurance;
- (b) insurance required under the Home Building Act 1989 (if required);
- (c) workers compensation insurance; and
- (d) public liability insurance in the amount of \$10,000,000.00.

### **5 Performance of Works**

In performing the Building Works, the Owner must:

- (a) ensure the Building Works are done in a proper and workmanlike manner by a licensed contractor/s; and
- (b) use only new materials which are of a colour and in keeping with the appearance of the building; and
- (c) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation; and
- (d) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris; and
- (e) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works; and
- (f) only perform the Building Works at the times approved by the Owners Corporation; and
- (g) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building; and
- (h) remove all debris resulting from the Building Works immediately from the building; and

- (i) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works; and
- (j) complete the Building Works within a reasonable time.

## **6 Liability**

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

## **7 Indemnity**

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of their respective Building Works on the common property including liability under section 65(6) in respect of any property of the Owners.

## **8 Cost of Works**

The Building Works must be undertaken at the cost of the Owner.

## **9 Owners' Fixtures**

The Building Works shall remain the Owner's fixtures.

## **10 Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.

## **11 Lots Benefited from this By Law**

All Lots

## **21 Installation of Pergolas**

### **(A) DEFINITIONS**

- (i) In this by-law unless the content indicates otherwise, the following terms and expressions are defined to mean:
  - (a) "Act" means the Strata Schemes Management Act 2015;
  - (b) "Lot" means the lot number in Strata Plan no. SP43431 whose number is specified in the Schedule;
  - (c) "Owner" means the owner for the time being of the Lot;
  - (d) "Pergola" means, in respect of the Lots, the Pergola installed or to be installed in the Lot comprised of:

- (i) painted steel or metal or other similar materials used in the building; and
- (ii) in a colour which is approved by the Owners Corporation and is in keeping with the general appearance of the building.
- (iii) Where any terms are used in this by-law are defined in the Act they will have the same meanings as those words have in the Act;

## (B) RIGHTS

The Owner is conferred with the special privilege in respect of the common property to have had installed or to install the Pergola SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

### (i) APPROVAL FOR PERGOLA

The Owner must obtain approval for the installation of the Pergola from the Owners Corporation strata manager and executive committee of the Owners Corporation prior to installing the Pergola. The Owners Corporation strata manager and executive committee of the Owners Corporation will grant approval for the installation of the Pergola provided the Pergola is positioned in the rear courtyard of each lot in a position approved in writing by the Owners Corporation strata manager or executive committee of the Owners Corporation.

### (ii) PERGOLA MAINTENANCE

The Owner shall:

- (a) maintain the Pergola in a state of good and serviceable repair;
- (b) renew or replace the Pergola whenever reasonably required by the Owners Corporation; and
- (c) remove the Pergola altogether if necessary and make good the common area.

### (iii) COMMON PROPERTY MAINTENANCE

The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of:

- (a) the common property to which the Pergola is installed; and
- (b) that part of the common property of the strata plan which is within 10cm of the Pergola.

### (iv) RUN-OFF

The Owner shall dispose of any run-off water from the Pergola, so as not to cause nuisance to any person or damage to the common property.

### (v) OWNERS FIXTURES

The Pergola shall be and remain the property of the Owner.

### (vi) STATUTORY DIRECTIONS

In installing the Pergola the Owner shall comply with all directions, orders and requirements of all relevant statutory authorities, comply with the then building code with respect to the erection of the Pergola and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners servant's, agents and contractors.



(vii) REPLACEMENT

In the event that the Owner undertakes renewal or replacement of the Pergola or any part thereof, it shall be renewed or replaced with parts of the same materials, design, colour, style, height and dimensions BUT in the event identical replacement or renewal cannot be achieved, the Owner shall in writing request the Owners Corporation, Strata Manager and Executive Committee of the Owners Corporation to resolve what variations may occur prior to the replacement or renewal occurring.

(viii) DAMAGES

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this by-law.

(ix) INDEMNIFY OWNERS CORPORATIONS

The Owner shall keep the Owners Corporation indemnified against:

- (a) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the installation of the Pergola, or the use or maintenance of the Pergola; and
- (b) any liability for damage to the Pergola caused by the Owners Corporation in undertaking any work referred to in Section 65 of the Act or in exercising the power of entry conferred by that section.

(x) BY-LAW BREACH

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 carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

(xi) LICENSED CONTRACTOR

The Owner shall undertake the installation of the Pergola by a contractor who is duly licensed according to the provisions of the then legislation and regulations regulating the building industry.

(xii) INSTALLATION TIMES

The Owner shall install the Pergola so as to cause minimum disturbance and inconvenience to other residence of the strata scheme and only between the hours of 8:00am to 5:00pm. Monday to Friday and 8.00am to 2.00pm Saturdays.

(xiii) COSTS

The Pergola shall be built at the expense of the Owner without claim on the Owners Corporation.

(xiv) COMPLETION TIME

The installation of the Pergola shall be completed by the Owner within a reasonable time.

(xv) ADJACENT COMMON PROPERTY

All areas of Common Property adjacent to the area in which the Pergola is being installed shall be maintained in a clean and tidy state during the erection of the Pergola.

(xvi) LEGISLATION

Nothing in this By-Law shall be construed so as to release the Owner or occupier of the Lot from the obligations to comply with the Act, the Regulations or the By-Law applicable to the strata scheme.

**SCHEDULE**

Lots numbers that have the benefit of this By-Law:

No: All Lots

**22 Installation of Air Conditioners**

- (i) Each Owner for the time being of each lot in the strata scheme is conferred the right to install an air conditioning system (hereinafter defined as including a self contained or split system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located (hereinafter referred to as the "air conditioner") to service the Owners lot within the strata scheme subject to the following terms and conditions:
- (a) The Owners of any lot proposing to undertake the installation of an air conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air conditioner is to be installed;
  - (b) The air conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the Owner for the time being of the lot which it services;
  - (c) The air conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
  - (d) The Owners of any lot undertaking the installation of an air conditioner must obtain all necessary permits, licenses or consents required by local authority or lawful authority for such installation;
  - (e) The installation of the air conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) The air conditioner must not create any noise likely to interfere with the peaceful enjoyment of any Owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) The air conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an Owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property including any plants, garden or lawn;
  - (h) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air conditioner must be forthwith made good by the Owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (i) The air conditioner must be maintained in good working order and condition by the Owner without claim on the Owners Corporation in respect of such maintenance;
  - (j) The air conditioner and all filters must be regularly cleaned by the Owner; and



- (k) The Owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the air conditioner is to be replaced or renewed.
- (ii) In the event that an Owner or occupier of a lot to which the air conditioner is installed after notice, fails to comply with any matter set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the Owner or occupier to install the air conditioner.
- (iii) Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any air conditioning apparatus used to service any individual lot within the scheme, whether located on common property or within the lot, either before or after the registration of this by law.

## 23 Installation of Whirly Birds

### (A) DEFINITIONS

- (i) In this by-law unless the content indicates otherwise, the following terms and expressions are defined to mean:
  - (a) "Act" means the Strata Schemes Management Act 2015;
  - (b) "Lot" means the lot number in Strata Plan no. SP43431 whose number is specified in the Schedule;
  - (c) "Owner" means the owner for the time being of the Lot; and
  - (d) "Whirly Birds" means, in respect of the Lots, the Whirly Birds installed or to be installed in the Lot.
- (ii) Where any terms are used in this by-law are defined in the Act they will have the same meanings as those words have in the Act.

### (B) RIGHTS

The Owner is conferred with the special privilege in respect of the common property to have had installed or to install the Whirly Birds SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

#### (i) APPROVAL FOR WHIRLY BIRDS

The Owner must obtain approval for the installation of the Whirly Birds from the Owners Corporation strata manager and executive committee of the Owners Corporation prior to installing the Whirly Birds. The Owners Corporation strata manager and executive committee of the Owners Corporation will grant approval for the installation of the Whirly Birds provided the Whirly Birds are positioned in a position approved in writing by the Owners Corporation strata manager and executive committee of the Owners Corporation.

#### (ii) WHIRLY BIRDS MAINTENANCE

The Owner shall:

- (a) maintain the Whirly Birds in a state of good and serviceable repair;
- (b) renew or replace the Whirly Birds whenever reasonably required by the Owners Corporation; and
- (c) remove the Whirly Birds altogether if necessary and make good the common area.

#### (iii) COMMON PROPERTY MAINTENANCE

The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of:

- (a) the common property to which the Whirly Birds is installed; and
  - (b) that part of the common property of the strata plan which is within 10cm of the Whirly Birds.
- (iv) (v) OWNERS FIXTURES

The Whirly Birds shall be and remain the property of the Owner.

(vi) STATUTORY DIRECTIONS

In installing the Whirly Birds the Owner shall comply with all directions, orders and requirements of all relevant statutory authorities, comply with the then building code with respect to the erection of the Whirly Birds and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners servant's, agents and contractors.

(vii) REPLACEMENT

In the event that the Owner undertakes renewal or replacement of the Whirly Birds or any part thereof, it shall be renewed or replaced with parts of the same materials, design, colour, style, height and dimensions BUT in the event identical replacement or renewal cannot be achieved, the Owner shall in writing request the Owners Corporation, Strata Manager and Executive Committee of the Owners Corporation to resolve what variations may occur prior to the replacement or renewal occurring.

(viii) DAMAGES

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this by-law.

(ix) INDEMNIFY OWNERS CORPORATIONS

The Owner shall keep the Owners Corporation indemnified against:

- (a) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the installation of the Whirly Birds, or the use or maintenance of the Whirly Birds; and
- (b) any liability for damage to the Whirly Birds caused by the Owners Corporation in undertaking any work referred to in Section 65 of the Act or in exercising the power of entry conferred by that section.

(x) BY-LAW BREACH

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 carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

(xi) LICENSED CONTRACTOR

The Owner shall undertake the installation of the Whirly Birds by a contractor who is duly licensed according to the provisions of the then legislation and regulations regulating the building industry.





(xii) INSTALLATION TIMES

The Owner shall install the Whirly Birds so as to cause minimum disturbance and inconvenience to other residence of the strata scheme and only between the hours of 8:00am to 5:00pm. Monday to Friday and 8.00am to 2.00pm Saturdays.

(xiii) COSTS

The Whirly Birds shall be built at the expense of the Owner without claim on the Owners Corporation.

(xiv) COMPLETION TIME

The installation of the Whirly Birds shall be completed by the Owner within a reasonable time.

(xv) ADJACENT COMMON PROPERTY

All areas of common property adjacent to the area in which the Whirly Birds is being installed shall be maintained in a clean and tidy state during the erection of the Whirly Birds.

(xvi) LEGISLATION

Nothing in this By-Law shall be construed so as to release the Owner or occupier of the Lot from the obligations to comply with the Act, the Regulations or the By-Law applicable to the strata scheme.

## SCHEDULE

Lots numbers that have the benefit of this By-Law:

All Lots

### 24 Modifications and Additions— Insulation

- (i) Each Owner for the time being of each lot in the strata scheme is conferred the right to install insulation in the common property ceiling space immediately above their lot (hereinafter referred to as the "insulation") 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 insulation must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the insulation is to be installed;
  - (b) The insulation not be or become or in any way be construed to be common property and shall always remain the sole property of the Owner for the time being of the lot which it services;
  - (c) The Owners of any lot undertaking the installation of any insulation must obtain all necessary permits, licenses or consents required by local authority or lawful authority for such installation;
  - (d) The installation of any insulation must be effected in a workmanlike manner by licensed and insured tradespersons;

- (e) The insulation must not interrupt the free flow of air or generally interfere with access to the common property by an Owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (f) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the insulation must be forthwith made good by the Owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (g) The Insulation must be maintained in good working order and condition by the Owner without claim on the Owners Corporation in respect of such maintenance; and
  - (h) The Owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the insulation is to be replaced or renewed.
- (ii) In the event that an Owner or occupier of a lot to which the insulation is installed after notice, fails to comply with any matter set out in conditions (a) to (h) hereof then the Owners Corporation may terminate the right of the Owner or occupier to install such insulation.

## **25 Exclusive Use of Garage Doors and Garage Door Motors**

### **A DEFINITIONS**

"Owner" means the owners of All Lots.

"Building Works" means the alterations and additions undertaken or to be undertaken by the Owner to install garage doors and garage door motors to the garage owned by the Owner.

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

### **B RIGHTS**

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (b) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

### **C CONDITIONS**

#### **1 Maintenance**

- (a) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached in a state of good and serviceable repair; and
- (b) In respect of their lot, the Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as required from time to time.

#### **2 Documentation**

Before commencing the Building Works the Owner must submit to the Owners Corporation the following documents relating to the Building Works:

- (a) plans and drawings including the proposed colour scheme;
- (b) specifications;
- (c) structural diagrams; and

(d) any other document reasonably required by the Owners Corporation.

### 3 Approvals

- (a) The Building Works must be compliant with Australian Standards.
- (b) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from:
  - (i) the relevant consent authority under the Environmental Planning and Assessment Act; and
  - (ii) any other relevant statutory authority whose requirements apply to the Building Works.

### 4 Insurance

Before commencing the Building Works the Owner must effect or cause to be effected the following insurances in respect of their lot in the joint names of the Owner and Owners Corporation:

- (a) contractors all works insurance;
- (b) insurance required under the Home Building Act 1989 (if required);
- (c) workers compensation insurance; and
- (d) public liability insurance in the amount of \$10,000,000.00.

### 5 Performance of Works

In performing the Building Works, the Owner must:

- (a) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (b) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- (c) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (d) only perform the Building Works at the times approved by the Owners Corporation;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from the Building Works immediately from the building; and
- (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works.

**6 Liability**

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

**7 Indemnity**

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of their respective Building Works on the common property including liability under section 65(6) in respect of any property of the Owners.

**8 Cost of Works**

The Building Works must be undertaken at the cost of the Owner.

**9 Owners' Fixtures**

The Building Works shall remain the Owner's fixtures.

**10 Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.



A handwritten signature or set of initials, possibly "B", written in black ink.

**26. Wet Area Renovations**

- (1) Each owner for the time being of each lot in the strata scheme is conferred the right to change the common property floor and wall tiles to the kitchen, bathroom, laundry and any other floor area (hereinafter referred to as the "tile renovations") 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 changing of original ceramic floor and wall tiles must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the wet area renovations are to commence;
  - (b) the tile renovations shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
  - (c) the installation of the tile renovations must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the tile renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;
  - (e) the tile renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - (f) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the tile renovations are to be replaced or renewed.
- (2) In the event that an owner or occupier of a lot to which the tile renovations have occurred after notice, fails to comply with any matter set out in conditions (a) to (f) hereof then the owners corporation may terminate the right of the owner or occupier to carry out the tile renovations.
- (3) Pursuant to section 106(3) of the Strata Schemes Management Act 2015, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any tile renovations in any individual lot within the scheme, whether located on common property or within the lot, either before or after the registration of this by law.



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Approved Form 10

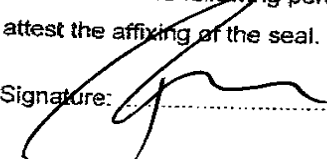
Certificate re Initial Period

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 No 4343 was affixed on ^ 25/9/19 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: Tracy Payne Authority: Strata Manager

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

^ Insert appropriate date  
\* Strike through if inapplicable.

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

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



**Applicant:**

Conveyancing Choice Illawarra  
176 Princes Highway  
DAPTO NSW 2530

admin@conveyancingchoice.com.au

**PLANNING CERTIFICATE PURSUANT TO  
SECTION 10.7 ENVIRONMENTAL PLANNING  
AND ASSESSMENT ACT, 1979**

**Applicants Reference: AM FISHWICK 20024/0010**

**Certificate No: PL1485/2024**

**Print Date: 15 July 2024**

**LAND DESCRIPTION:**

**2/8-12 Bettong Street BLACKBUTT NSW 2529**

**Lot 2 SP 43431**

**Land ID: 18840**

**Disclaimer**

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and the Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council's Customer Service Section.

**Title Information**

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

**Inspection of the land**

The Council has made no inspection of the land for the purposes of this Planning Certificate.

.....  
**PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)**

Matters contained in this certificate apply only to the land on the date of issue.

**1. Name of Relevant Planning Instruments and DCPs**

**1.1 Which environmental planning instruments apply to the carrying out of development on the land?**

**Local Environmental Plan**

Shellharbour Local Environmental Plan 2013.

Reference should also be made to NSW Legislation website [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) for full details regarding this LEP.

**State Environmental Planning Policies**

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

Please see the NSW Department of Planning & Environment website [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au) and the Legislation website [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) for details on State Environmental Planning Policies.



.....  
**1.2 Which development control plans apply to the carrying out of development on the land?**

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by State Environmental Planning Policy (Precincts - Regional) 2021 Appendix 5 Calderwood.

The DCP covers many forms of development including residential, commercial and industrial and will potentially apply to any development within the Shellharbour City Council area that requires development consent.

Section 4.15 of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

**Technical Policies**

Shellharbour Drainage Design Handbook. Council developed and adopted the Shellharbour Drainage Design Handbook. Refer to the following link:

<https://www.shellharbour.nsw.gov.au/plan-and-build/planning-controls-and-guidelines/shellharbour-engineering-code#:~:text=The%20Shellharbour%20Engineering%20Code%20provides%20guidelines%20for%20the,infrastructure%20within%20the%20Shellharbour%20Local%20Government%20Area%20%28LGA%29>

**1.3 Which proposed environmental planning instruments apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?**

**Planning Proposal – Local Environmental Plans**

No exhibited Draft Local Environmental Plans.

**Draft State Environmental Planning Policies**

**Changes to create Low & Mid Rise Housing**

The Explanation of Intended Effect (EIE) was publicly exhibited by the Department of Planning and Environment until 23/02/2024. It proposes changes to:

- the E2 Commercial Centre zone; and
- E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

It also proposes changes to:

- the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:
  - a railway station;
  - the E2 Commercial Centre zone; and

- .....
- E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

Please refer to the Department of Planning and Environment website for more information by cut and pasting the following for a search:

Diverse and well-located homes | Planning (nsw.gov.au)

### **Improving Planning Processes to Deliver Infrastructure Faster (March 2024)**

The EIE was publicly exhibited by the Department of Planning, Housing and Infrastructure until 16 April 2024.

The proposed changes include amendments to the SEPP Transport and Infrastructure 2021, SEPP Planning Systems 2021 and SEPP Precincts-Western Parkland City 2021 to streamline the planning approval processes for various infrastructure, transport, education, health, emergency services and environmental management related land uses.

Please refer to the Department of Planning, Housing and Infrastructure website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

### **Complying Development for Farm Buildings, Rural Sheds and Earthworks on Rural Lands.**

The Explanation of Intended Effect (EIE) has been prepared by the Department of Planning, Housing and Infrastructure (DPHI).

It proposes changes to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP) for earthworks and farm building provision in the Inland and Rural Housing Codes.

Please refer to the DPHI website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

### **Exhibited Technical Policies**

There are no Exhibited Technical Policies on this land.

### **1.4 Which proposed development control plans apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?**

No exhibited draft Development Control Plans apply to the land.

.....  
**1.5 In this clause 1.3 and 1.4 do not apply in relation to a proposed environmental planning instrument or a draft development control plan if it has been more than 3 years since the end of the public exhibition for the proposed instrument or draft plan, or for a proposed environmental planning instrument, the Planning Secretary has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved**

**1.6 In this clause, proposed environmental planning instrument means a draft environment planning instrument and includes a planning proposal for a LEP.**

**2. ZONING AND LAND USE UNDER RELEVANT LEPs**

**For each environmental planning instrument or draft environmental planning instrument referred to in clause 1 above that includes land in a zone:**

**2.1 What is the identity of the zoning for the land?**

Shellharbour LEP 2013 - R2 Low Density Residential.

**2.2 For what purposes may development be carried out within the zone without development consent?**

Shellharbour LEP 2013 - R2: Home occupations.

**2.3 For what purposes may development not be carried out within the zone except with development consent?**

Shellharbour LEP 2013 - R2: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Jetties; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems.

**2.4 For what purposes is development prohibited within the zone?**

Shellharbour LEP 2013 - R2: Any development not specified in clause 2.2 or 2.3.

**2.5 Whether additional permitted uses apply to land?**

Shellharbour LEP 2013 - No.

**2.6 Are there any development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?**

Shellharbour LEP 2013 - No.

.....  
Note: A minimum lot size applies to all land shown on the Lot Size Map and/or as outlined in Shellharbour LEP 2013 written instrument.

Note: A clause for the subdivision of certain split zoned land applies as outlined in the Shellharbour LEP 2013 written instrument.

**2.7 Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

Shellharbour LEP 2013 - No.

**2.8 Is the land in a conservation area?**

Shellharbour LEP 2013 - No.

**2.9 Is an item of environmental heritage situated on the land?**

Shellharbour LEP 2013 - No.

**3. CONTRIBUTIONS**

**3.1 The name of each contributions plan under the Act, Division 7.1 that applies to the land, including draft contributions plans?**

Shellharbour Local Infrastructure Contributions Plan 2019 (9<sup>th</sup> Review)  
(Amendment 1).

**3.2 If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region and the name of the Ministerial planning order in which the region is identified.**

Environmental Planning and Assessment (Housing and Productivity Contribution)  
Order 2023 - Illawarra-Shoalhaven Region

**3.3 If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.**

Not applicable.

**4. COMPLYING DEVELOPMENT**

**4.1 If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of those clauses.**

**4.2 If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.**

- .....
- 4.3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- 4.4 If the complying development codes are varied, under that Policy, clause 1.12, in the relation to the land.

**Housing Code**

Complying development under the Housing Code MAY be carried out on the land.

**Rural Housing Code**

Complying development under the Rural Housing Code MAY be carried out on the land.

**Agritourism and Farm Stay Accommodation Code**

Complying development under the Agritourism and Farm Stay Accommodation MAY be carried out on the land.

**Low Rise Housing Diversity Code**

Complying development under the Low Rise Housing Diversity Code MAY be carried out on the land.

**Greenfield Housing Code**

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

**Housing Alterations Code**

Complying development under the Housing Alterations Code MAY be carried out on the land.

**General Development Code**

Complying development under the General Development Code MAY be carried out on the land.

**Industrial and Business Alterations Code**

Complying development under the Industrial and Business Alterations Code MAY be carried out on the land.

**Industrial and Business Buildings Code**

Complying development under the Industrial and Business Buildings Code MAY be carried out on the land.

.....  
**Container Recycling Facilities Code**

Complying development under the Container Recycling Facilities Code MAY be carried out on the land.

**Subdivisions Code**

Complying development under the Subdivision Code MAY be carried out on the land.

**Demolition Code**

Complying Development under the Demolition Code MAY be carried out on the land.

**Fire Safety Code**

Complying development under the Fire Safety Code MAY be carried out on the land.

**5 EXEMPT DEVELOPMENT**

**5.1 If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1) to (d) or 1.16A.**

**5.2 If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.**

**5.3 If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.**

**5.4 If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.**

Exempt development **may** only be carried out on the land if it complies with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

**6.1 Is an affected building notice, of which council is aware, in force in respect of the land?**

No.

.....  
**6.2 Is there any building product rectification order, of which council is aware, in force in respect of the land that has not been fully complied with?**

No.

**6.3 Has any notice of intention to make a building product rectification order, of which council is aware, been given in respect of the land and is outstanding?**

No.

**6.4 In this clause, affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.**

**7. LAND RESERVED FOR ACQUISITION**

**7.1 Does any environmental planning instrument or proposed environmental planning instrument referred to in item 1 above make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act*?**

Shellharbour LEP 2013 - No.

**8. ROAD WIDENING AND ROAD ALIGNMENT**

**8.1 Is the land affected by any road widening or road realignment under:**

**(a) The Roads Act 1993, Part 3, Division 2?**

No.

**(b) Any environment planning instrument?**

No.

**(c) Any resolution of the Council?**

No.

**9 FLOOD RELATED DEVELOPMENT CONTROLS**

**9.1 If the land or part of the land within the flood planning area and subject to flood related development controls.**

No.

Council has no record indicating that the land may be located within a flood prone area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

.....  
Draft Elliot Lake-Little Lake Floodplain Risk Management Study and Plan.

The Draft Elliot Lake-Little Lake Floodplain Risk Management Study and Plan will be on public exhibition from:

1 July 2024 to 28 July 2024

The Study and Plan updates the previous Elliot Lake-Little Lake Floodplain Risk Management Study and Plan (2016) with new flood estimation and modelling methods to define flood behaviour for all major tributaries and drainage lines within the catchment.

The Study and Plan recommends suitable options to form Council's plan for managing flood risk in the catchment. The Macquarie Rivulet catchment encompasses the suburbs of Warilla, Barrack Point, Barrack Heights, Blackbutt, Flinders and parts of Mount Warrigal, Dunmore, Croom and Shellharbour.

Please refer to Shellharbour City Council's website or contact Council for further details.

For further information, please contact Council's Technical Services Department on 4221 6111.

**9.2 If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.**

Draft Elliot Lake-Little Lake Floodplain Risk Management Study and Plan.

The Draft Elliot Lake-Little Lake Floodplain Risk Management Study and Plan will be on public exhibition from:

1 July 2024 to 28 July 2024

The Study and Plan updates the previous Elliot Lake-Little Lake Floodplain Risk Management Study and Plan (2016) with new flood estimation and modelling methods to define flood behaviour for all major tributaries and drainage lines within the catchment.

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Please refer to Shellharbour City Council's website or contact Council for further details.

For further information, please contact Council's Technical Services Department on 4221 6111.

**9.3 In this section — flood planning area has the same meaning as in the Flood Risk Management Manual.**

**Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.**



.....  
Probable maximum flood has the same meaning as in the Flood Risk  
Management Manual.

**10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK  
RESTRICTIONS**

Is the land affected by an adopted policy that restricts the development of the  
land because of the likelihood of:

**10.1 Landslip**

No.

**10.2 Bushfire**

No.

**10.3 Tidal Inundation**

No.

**10.4 Subsidence**

No.

**10.5 Acid Sulphate Soils**

No.

**10.6 Contamination**

No.

**10.7 Aircraft Noise**

No.

**10.8 Salinity**

No.

**10.9 Coastal Hazards**

No.

**10.10 Sea Level Rise**

No.

**10.11 Any Other Risk**

No.

.....  
10.12 In this clause, adopted policy means a policy adopted by the Council or by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.

11. **BUSH FIRE PRONE LAND**

11.1 Is any of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bushfire prone land? If none of the land is bushfire prone land, a statement to that effect.

No.

12. **LOOSE FILL ASBESTOS INSULATION**

12.1 Does the land include any residential premises within the meaning of the Home Building Act 1989, Part 8, Division 1A that are listed on the Register that is required to be maintained under that Division?

Council is not aware that the land is on the register. You should make your own enquiries with NSW Fair Trading and search the register available on their website to confirm this information.

13. **MINE SUBSIDENCE**

13.1 Is the land proclaimed to be a mine subsidence district within the meaning of *Coal Mine Subsidence Compensation Act 2017*?

No.

14. **PAPER SUBDIVISION INFORMATION**

14.1 The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a ballot.

Not applicable.

14.2 The date of any subdivision order that applies to the land.

Not applicable.

14.3 Words and expressions used in the clause have the same meaning as in the Environmental Planning & Assessment Regulation, Part 10 and the Act, Schedule 7.

.....  
15. **PROPERTY VEGETATIONS PLAN**

- 15.1 Does an approval property vegetation plan under the *Native Vegetation Act 2003* Part 4 apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under that Act?

No.

16. **BIODIVERSITY STEWARDSHIP SITES**

- 16.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016* Part 5, that council has been made aware of by the Biodiversity Conservation Trust?

No.

**Note:** Biodiversity Stewardship agreements including biobanking agreements under the Threatened Species Conservation Act 1995 Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

17. **BIODIVERSITY CERTIFIED LAND**

- 17.1 Is the land biodiversity certified land under the *Biodiversity Conservation Act 2016* Part 8?

No.

**Note:** Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken the certified under the Biodiversity Conservation Act 2016, Part 8.

18. **ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

- 18.1 Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, being an order to which the council has been notified of?

No.

19. **ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

- 19.1 If the Coastal Management Act 2016 applies to the Council, whether the owner, or any previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

Not applicable.

.....  
**19.2 In this clause, existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.**

**Note: Existing coastal protection works are works to reduce the impact of coastal hazards on land such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.**

**20. WESTERN SYDNEY AEROTROPOLIS**

**20.1 Chapter 4 of the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to the Shellharbour Local Government Area**

**21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

**21.1 If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, have any conditions of consent been granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2)?**

No.

**22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

**22.1 Is there a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which council is aware, in relation to proposed development on the land?**

No.

**22.2 The period for which the certificate is current is?**

Not Applicable.

**If there is a certificate, copy of the certificate can be obtained from the Department.**

**22.3 If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, have any conditions of development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1)?**

No.

**22.4 Are there any conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?**

No.

.....  
22.5 In this clause, former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. **WATER OR SEWERAGE SERVICES**

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Note – A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

No. This clause does not currently apply within Shellharbour Local Government Area.

**NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997 (CLM Act)**

(a) Is the land significantly contaminated land within the meaning of the *CLM Act* at the date of this certificate?

No.

(b) Is the land subject to a management order within the meaning of the *CLM Act* at the date of this certificate?

No.

(c) Is the land the subject of an approved voluntary management proposal within the meaning of the *CLM Act* at the date of this certificate?

No.

(d) Is the land the subject of an ongoing maintenance order within the meaning of the *CLM Act* at the date of this certificate?

No.

.....  
(e) Is the land the subject of a site audit statement within the meaning of the  
*CLM Act* (such a statement having been provided to Council at any  
time)?

No.

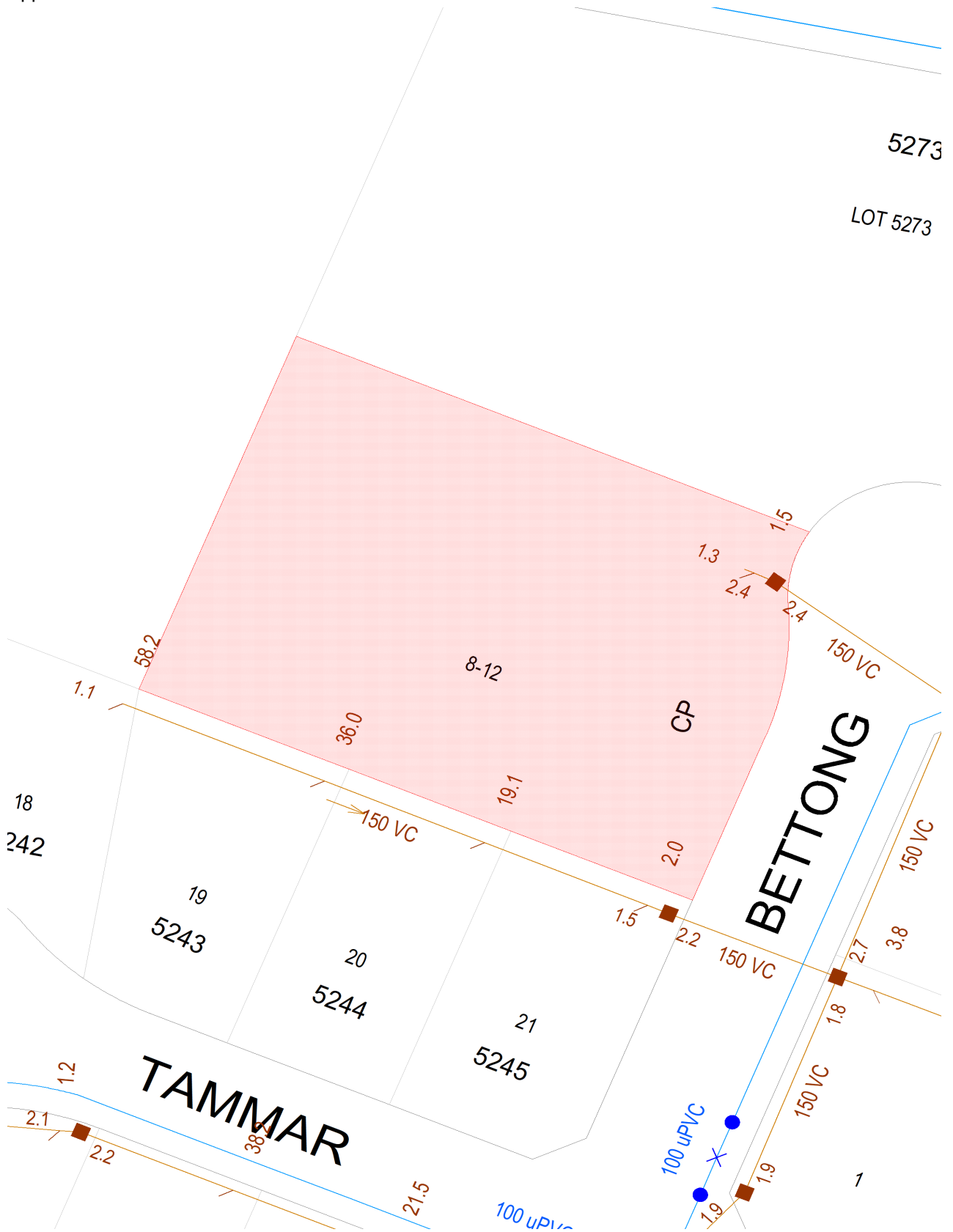
<b>PART B: NOTATIONS</b>
--------------------------

There are no Part B notations on this property.

For further information please contact the  
Land & Information Services on  
(02) 4221 6111

**Authorised by:**  
**Mike Archer**  
**Chief Executive Officer**

Service Location Print  
Application Number: 8003549453



Document generated at 12-07-2024 10:40:24 AM

**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**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Sewer Service Diagram

Application Number: 8003549452

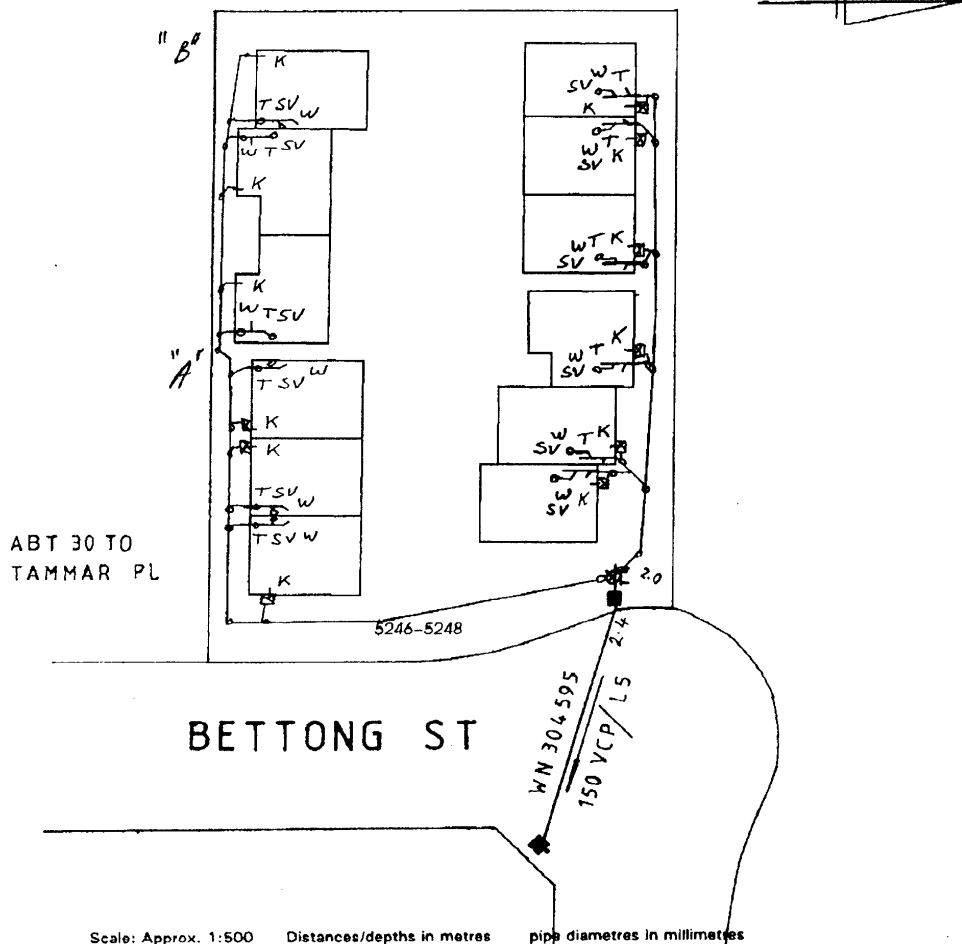
MUNICIPALITY OF **SHELL** SUBURB OF **BLACKBUTT** M.W.S. & D.B.  
 Copy of Diagram No. **881075**

INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS		INDICATES - PLUMBING FIXTURES & OR FITTINGS	
■	Manhole	⊗	P. Trap	CO	Clear Out
□	Chr. Chamber	⊠	R. Reflux Valve	O V	Vent Pipe
●	L.H. Lamphole	∩	Cleaning Eye	T	Tubs
⊗	Boundary Trap	○	Vert. Vertical Pipe	K	Kitchen Sink
⊕	Inspection Shaft	IP	IP Induct Pipe	W	Water Closet
■	Pit	MF	MF Mica Flap	B	Bath Waste
⊕	G Grease Interceptor	Jn.	Jn. Junction	H	Handbasin
⊗	Gully	•	RP Rodding Point	INDICATES - PLUMBING ON MORE THAN ONE LEVEL	
				O SV	Soil Vent Pipe
				O WS	Waste Stack

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 31).



PN 4778361	Scale: Approx. 1:500	Distances/depths in metres	pipe diameters in millimetres
W.s. Inspector	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected YES NO
Ur.s. Field Diagram Examined by	Cert. Of Compliance No.	Outfall SHELL	Inspector
Sewer Ref.	Tracing Checked by	Drainer	Cert. Of Compliance No.
Sheet No.		Plumber	For Regional Manager
		Boundary Trap is not required	

Connection Date: ..... Form 77-644 (A4, No. 1) (April '87) S217 (44) Water Board Printing Services

**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**.



# Standard form from 28 September 2020 Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (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](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON  AT

### BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

*Note: The above information **must** be provided for landlord(s), whether or not there is a landlord's agent*

Address for service of notices (can be an agent's address):

Suburb:

State:

Postcode:

*Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent*

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

**Landlord's agent details:** *[If applicable]*

Agent name:

Dapto First National Pty Ltd

Business address for service of notices:

18/23 Addison Street

Suburb:

Shellharbour

State:

NSW

Postcode:

2529

Contact details: *[This must include a telephone number]*

02 4295 5033

**Tenant's agent details:** *[If applicable]*

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

**Term of agreement:**

The term of this agreement is -

- 6 months       12 months       2 years       3 years  
 5 years       Other (please specify):        Periodic (no end date)

starting on  and ending on  *[Cross out if not applicable]*

**Note:** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

**Residential premises:**

The residential premises are *[Insert address]:*

2/8-12 Bettong Street, Blackbutt NSW 2529

The residential premises include:

Single garage

*[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]*

**Rent:**

The rent is \$  per  payable in advance starting on

**Note:** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:

account number:

account name:

payment reference:  , or

(b) to  at  ~~by cash, or~~

(c) as follows:

**Note:** The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

**RENTAL BOND** [Cross out if there is not going to be a bond]:

A rental bond of \$ 2240 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 Bond 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.

**Urgent repairs**

Nominated tradespeople for urgent repairs

Electrical repairs: Just Sharp Electrical Telephone: 0431 605 746

Plumbing repairs: Distinct Plumbing Services Telephone: 0402 147 597

Other repairs: Rachel Hutchinson Telephone: 0401 850 581

**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.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

## Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

- Hardwired smoke alarms  
 Battery operated smoke alarms

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: 9v - Report to Agent

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: 9v - Report to Agent

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 [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.

**Note.** You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

### Landlord

Does the landlord give express consent to the electronic service of notices and documents?  Yes  No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

rentals@coastsidefn.com.au

### Tenant

Does the tenant give express consent to the electronic service of notices and documents?  Yes  No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

jmarcos.santos@yahoo.com & wilfredsantos0326@gmail.com

## Condition report

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

## Tenancy laws

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

---

# The 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'** on page 2 of this agreement.

## 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 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 advance 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 section 3 of 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 its 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 the 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 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 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 install those fixtures or carry out those alterations, additions or renovations 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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

- 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 tenancy housing 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 clauses 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 clauses 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 (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

#### **43. The tenant agrees:**

**43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

**43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

**43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**44. The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

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

#### **SWIMMING POOLS**

[Cross out the following 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]

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**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 clauses if not applicable]

**53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

N/A

**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.

Insert any other agreed additional terms here.

Attach a separate page if necessary.

The tenant/s agree to have the property internally and externally professionally fumigated and any carpet professionally washed upon vacating.

Additional Terms. Please refer to Tenant

## NOTES

### 1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the

agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

### 3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

### 4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

### 5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

### 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement 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.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

**THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

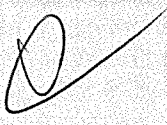
*Note.* Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

**SIGNED BY THE LANDLORD/AGENT**

Name of landlord/agent

Samantha Kominkovski

Signature of landlord/agent

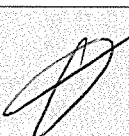
As per 

on the 28<sup>th</sup> day of February 2024

**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 the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent

As per 


on the 23<sup>rd</sup> day of February 2024

**SIGNED BY THE TENANT (1)**

Name of tenant

Joana Marie Marcos

Signature of tenant



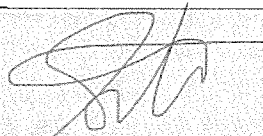
on the 23<sup>rd</sup> day of February 2024

**SIGNED BY THE TENANT (2)**

Name of tenant

Wilfred Santos

Signature of tenant

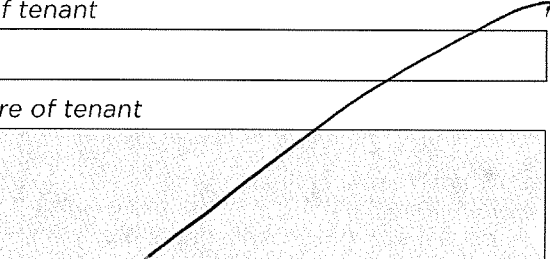


on the 23<sup>rd</sup> day of February 2024

**SIGNED BY THE TENANT (3)**

Name of tenant

Signature of tenant

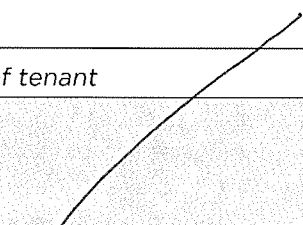


on the \_\_\_ day of \_\_\_ 20\_\_

**SIGNED BY THE TENANT (4)**

Name of tenant

Signature of tenant



on the \_\_\_ day of \_\_\_ 20\_\_

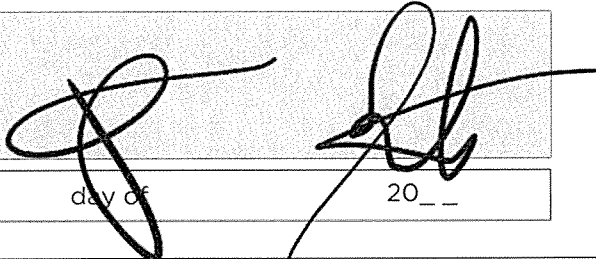
For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

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## 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 the **Tenant Information Statement** published by NSW Fair Trading.

*Signature of tenant*

  
on the      day of      20\_\_

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)





first  
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REAL ESTATE

Coastside

Address  
18/23 Addison St,  
Shellharbour,  
NSW, 2529.

Contact  
P (02) 4295 5033  
F (02) 4295 5066  
E shellharbour@coastsidefn.com.au  
W coastsidefn.com.au

### Tenant Acknowledgement

Date: 26/02/2024  
Property: 2/8-12 Bellong Street, Blackbutt  
Tenant/s: Joanna Marie Marcos & Wilfred Santos

Dear Rental Department,

I acknowledge receipt and understand the following items:

- Signed and received copy of the Tenancy Agreement
- The signboard at the property has been ordered down. Please do not touch the sign as you will be invoiced for any damage.
- Signed the Bond Lodgement Form / have been made aware that bond can be paid via Rental Bond  
Online: [http://www.fairtrading.nsw.gov.au/ftw/About\\_us/Online\\_services/Rental\\_bonds\\_online/For\\_tenants.page](http://www.fairtrading.nsw.gov.au/ftw/About_us/Online_services/Rental_bonds_online/For_tenants.page)
- Given 2 (two) copies of written Entry Condition Report, this is to be returned on or before the 4/3/24 (seven days after lease signed)
- Given Full Set of Working Remotes and Keys (if applicable, photocopy attached)
- If the tenant locks themselves out of their house and requires the use of our spare key a \$80 call out fee will be charged.
- Given New Tenant Information Statement (Dept Fair Trading)
- Tenant agrees to conform with regular routine inspection (maximum 4 per year) standard photos and report will generated for the owner. Please note agents will open cupboards containing and adjacent to water plumbing ie. laundry, kitchen, bathroom, bedroom and linen.
- Tenant acknowledges all correspondence and/or notices will be sent to the following preferred email address and it is their responsibility to check regularly and update their address with us when required  
jmarcos.santos@yahoo.com → wilfredsantos0326@gmail.com
- Tenant acknowledges that the agency and landlord take meth contamination very seriously and that the property will be drug tested at the end of the tenancy.
- Tenant acknowledges that the agent will not knowingly receipt rent to water invoices; however, this will occur automatically should the water invoice become overdue and a payment reference does not specify what the amount is specifically for (ie, when name or reference number used only)
- Tenant agrees that if there are wooden floorboards or any other hardwood flooring they will ensure that there are furniture pads installed on the furniture to prevent damage to the flooring. If this is not carried out and scratches occur from the furniture the tenant is liable for the damages.
- Tenant acknowledges that they are responsible to maintain all gardens ie lawn mowing, whipper snipping, weed removal and to trim bushes and hedges. (Excludes large trees)



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REAL ESTATE

**Coastside**

Address  
18/23 Addison St,  
Shellharbour,  
NSW, 2529.

Contact  
P (02) 4295 5033  
F (02) 4295 5066  
E shellharbour@coastsidefn.com.au  
W coastsidefn.com.au

### Tenant Acknowledgement

- Tenant acknowledges and agrees that in the event the property includes the use of a garage or car space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.
- The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.
- Tenant acknowledges that their contact details and/or keys may need to be given to the following people at some stage of the tenancy should we be asked for them; Sales Agents; Tradesmen; other types of Authorities.
- Tenant agrees that if the property is listed for sale they consent for the agent to publish photos, floorplan, video of the property and place a signboard out the front, in the marketing of the property.
- Tenant agrees to bring any Rates notices' sent to the property to our office.
- Tenant acknowledges that any landlord insurance DOES NOT cover any of your personal contents. It is your own best interest that you take out your own insurance to cover your personal belongings/contents.
- Where a property is subject to Strata Management the tenant has been supplied a copy of the most recent by laws and has been made aware of any known upcoming works to the premises.
- Properties constructed before 1980 may contain loose-fill asbestos insulation.

### *Tenant Acknowledgement of Condition*

- I have inspected the property and accept it in its current condition (note that not all properties are brand new and there may be existing wear).
- I understand the property is "reasonably clean" and that no further cleaning will be arranged at the landlord's expense.
- If I make additions or disagree with any areas in the condition report, I will provide photos as part of my returned Condition Report
- If any maintenance is required, please email this though separately with photos.
- I understand that I will be responsible for cleaning the air conditioning filters, ceilings fans and exhaust fans every 6months and upon vacating.

### *Smoke Alarms*

- The tenant agrees to not tamper, interfere, or remove the smoke alarm/s.
- The tenant agrees to immediately advise the agent if the smoke alarm/s malfunction, stops working or the batteries need replacing.



Tenant Acknowledgement

- The tenant agrees that the owner or smoke alarm contractor will require access to check the smoke alarm/s. Keys will be used should the tenant not provide access.

Paying Rent

Today is MONDAY / TUESDAY / WEDNESDAY / THURSDAY / FRIDAY / SATURDAY

Therefore, rent is due to be **CLEARED IN OUR ACCOUNT** before **THIS** day each week. You need to allow sufficient time for the payment to clear.

Please set up your weekly automatic direct bank transfer to start on 1/3/24  
This will then always keep you **ONE** week in advance.

If your pay needs to be on another day of the week pay a daily rate of \$ 80 for the extra \_\_\_\_\_ days to cover the gap.

You are aware we are a cash free office.

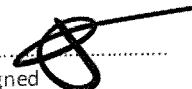
We highly recommend that all payments are made via direct deposit into our trust account.

However, you can also make a free payment by the Commonwealth ATM.

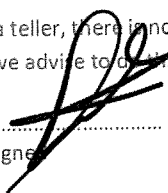
We would like to bring to your attention that following payments will now incur a fee of \$3.00 per transaction:

- Cash deposit at teller
- All cheque deposits

Please note with cash deposits made at a teller, there is no trace if the teller makes an error. For your own peace of mind and to have ongoing payments we advise to do this via direct deposit.

.....  
Signed 

.....  
Signed

.....  
Signed 

.....  
Signed





**Consolidated List of By-laws for SP43431**  
**8-12 Bettong Street**  
**Blackbutt NSW 2529**

**1 Noise**

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

**2 Vehicles**

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

**3 Obstruction of common property**

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

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

An owner or occupier of a lot must not, except where there is written approval of the owners corporation:

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

**5 Damage to common property**

- 5.1 An owner or occupier of a lot must not damage or deface any structure that forms part of the common property other than in accordance with the Strata Schemes Management Act 2015.
- 5.2 An owner or occupier of a lot must reimburse the owners corporation for the cost of rectifying any damage to the common property due to an owner or occupier's breach of clause 5.1.
- 5.3 An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) 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
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5 Clause 5.3 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.



5.6 The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 5.3 that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 5.3 that forms part of the common property and that services the lot.

**6 Behaviour of owners and occupiers**

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

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

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

**8 Behaviour of invitees**

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

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

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

**10 Drying of laundry items**

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

**11 Cleaning windows and doors**

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

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

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

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

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

### **14 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **15 Garbage disposal**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place 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 any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilt.

### **16 Keeping of animals**

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

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

16.3 The owners corporation may require a person who keeps an assistance animal on a lot to produce evidence to the owners corporation that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 (Cth).

### **17 Appearance of lot**

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

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

**18 Notice board**

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

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

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

**20 Alteration to Common Property**

By special resolution pursuant to Section 52 of the *Strata Schemes Management Act 1996 (NSW)* ("the Act") the following additions be made to the By Laws applying to the Strata Scheme and that notification of this change to the By Laws be lodged for registration in accordance with Section 48 at the Registrar General's Office.

**A DEFINITIONS**

"Owner" means an owner of a lot on Strata Scheme 43431.

"Building Works" means the alterations and additions undertaken by the respective Owner to erect and attach structures (including all ancillary structures) to the common property adjoining the roof space, being a solar hot water system and panels before and after the making of this by-law.

Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they will have the same meaning as those words are attributed under that Act.

**B RIGHTS**

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (b) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

**C CONDITIONS**

**1 Maintenance**

- (a) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached in a state of good and serviceable repair.
- (b) In respect of their lot, the Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must renew and replace the Building Works as required from time to time whenever the Owners Corporation may reasonably request by written notice to the Owner.

**2 Documentation**

Before commencing the Building Works the Owner must submit to the Owners Corporation the following documents relating to the Building Works:

- (a) plans and drawings including the proposed colour scheme;

- (b) specifications;
- (c) structural diagrams; and
- (d) any other document reasonably required by the Owners Corporation.

**3 Approvals**

- (a) The Building Works must be compliant with Australian Standards.
- (b) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from:
  - (i) the relevant consent authority under the Environmental Planning and Assessment Act; and
  - (ii) any other relevant statutory authority whose requirements apply to the Building Works.

**4 Insurance**

Before commencing the Building Works the Owner must effect or cause to be effected the following insurances in respect of their lot in the joint names of the Owner and Owners Corporation:

- (a) contractors all works insurance;
- (b) insurance required under the Home Building Act 1989 (if required);
- (c) workers compensation insurance; and
- (d) public liability insurance in the amount of \$10,000,000.00.

**5 Performance of Works**

In performing the Building Works, the Owner must:

- (a) ensure the Building Works are done in a proper and workmanlike manner by a licensed contractor/s; and
- (b) use only new materials which are of a colour and in keeping with the appearance of the building; and
- (c) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation; and
- (d) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris; and
- (e) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works; and
- (f) only perform the Building Works at the times approved by the Owners Corporation; and
- (g) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building; and
- (h) remove all debris resulting from the Building Works immediately from the building; and

- (i) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works; and
- (j) complete the Building Works within a reasonable time.

**6 Liability**

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

**7 Indemnity**

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of their respective Building Works on the common property including liability under section 65(6) in respect of any property of the Owners.

**8 Cost of Works**

The Building Works must be undertaken at the cost of the Owner.

**9 Owners' Fixtures**

The Building Works shall remain the Owner's fixtures.

**10 Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.

**11 Lots Benefited from this By Law**

All Lots

**21 Installation of Pergolas**

**(A) DEFINITIONS**

- (i) In this by-law unless the content indicates otherwise, the following terms and expressions are defined to mean:
  - (a) "Act" means the Strata Schemes Management Act 2015;
  - (b) "Lot" means the lot number in Strata Plan no. SP43431 whose number is specified in the Schedule;
  - (c) "Owner" means the owner for the time being of the Lot;
  - (d) "Pergola" means, in respect of the Lots, the Pergola installed or to be installed in the Lot comprised of:

- (i) painted steel or metal or other similar materials used in the building; and
- (ii) in a colour which is approved by the Owners Corporation and is in keeping with the general appearance of the building.
- (iii) Where any terms are used in this by-law are defined in the Act they will have the same meanings as those words have in the Act;

**(B) RIGHTS**

The Owner is conferred with the special privilege in respect of the common property to have had installed or to install the Pergola SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

**(i) APPROVAL FOR PERGOLA**

The Owner must obtain approval for the installation of the Pergola from the Owners Corporation strata manager and executive committee of the Owners Corporation prior to installing the Pergola. The Owners Corporation strata manager and executive committee of the Owners Corporation will grant approval for the installation of the Pergola provided the Pergola is positioned in the rear courtyard of each lot in a position approved in writing by the Owners Corporation strata manager or executive committee of the Owners Corporation.

**(ii) PERGOLA MAINTENANCE**

The Owner shall:

- (a) maintain the Pergola in a state of good and serviceable repair;
- (b) renew or replace the Pergola whenever reasonably required by the Owners Corporation; and
- (c) remove the Pergola altogether if necessary and make good the common area.

**(iii) COMMON PROPERTY MAINTENANCE**

The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of:

- (a) the common property to which the Pergola is installed; and
- (b) that part of the common property of the strata plan which is within 10cm of the Pergola.

**(iv) RUN-OFF**

The Owner shall dispose of any run-off water from the Pergola, so as not to cause nuisance to any person or damage to the common property.

**(v) OWNERS FIXTURES**

The Pergola shall be and remain the property of the Owner.

**(vi) STATUTORY DIRECTIONS**

In installing the Pergola the Owner shall comply with all directions, orders and requirements of all relevant statutory authorities, comply with the then building code with respect to the erection of the Pergola and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners servant's, agents and contractors.



(vii) REPLACEMENT

In the event that the Owner undertakes renewal or replacement of the Pergola or any part thereof, it shall be renewed or replaced with parts of the same materials, design, colour, style, height and dimensions BUT in the event identical replacement or renewal cannot be achieved, the Owner shall in writing request the Owners Corporation, Strata Manager and Executive Committee of the Owners Corporation to resolve what variations may occur prior to the replacement or renewal occurring.

(viii) DAMAGES

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this by-law.

(ix) INDEMNIFY OWNERS CORPORATIONS

The Owner shall keep the Owners Corporation indemnified against:

- (a) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the installation of the Pergola, or the use or maintenance of the Pergola; and
- (b) any liability for damage to the Pergola caused by the Owners Corporation in undertaking any work referred to in Section 65 of the Act or in exercising the power of entry conferred by that section.

(x) BY-LAW BREACH

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 carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

(xi) LICENSED CONTRACTOR

The Owner shall undertake the installation of the Pergola by a contractor who is duly licensed according to the provisions of the then legislation and regulations regulating the building industry.

(xii) INSTALLATION TIMES

The Owner shall install the Pergola so as to cause minimum disturbance and inconvenience to other residence of the strata scheme and only between the hours of 8:00am to 5:00pm, Monday to Friday and 8.00am to 2.00pm Saturdays.

(xiii) COSTS

The Pergola shall be built at the expense of the Owner without claim on the Owners Corporation.

(xiv) COMPLETION TIME

The installation of the Pergola shall be completed by the Owner within a reasonable time.

(xv) ADJACENT COMMON PROPERTY

All areas of Common Property adjacent to the area in which the Pergola is being installed shall be maintained in a clean and tidy state during the erection of the Pergola.



(xvi) LEGISLATION

Nothing in this By-Law shall be construed so as to release the Owner or occupier of the Lot from the obligations to comply with the Act, the Regulations or the By-Law applicable to the strata scheme.

**SCHEDULE**

Lots numbers that have the benefit of this By-Law:

No: All Lots

**22 Installation of Air Conditioners**

- (l) Each Owner for the time being of each lot in the strata scheme is conferred the right to install an air conditioning system (hereinafter defined as including a self contained or split system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located (hereinafter referred to as the "air conditioner") to service the Owners lot within the strata scheme subject to the following terms and conditions:
- (a) The Owners of any lot proposing to undertake the installation of an air conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air conditioner is to be installed;
  - (b) The air conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the Owner for the time being of the lot which it services;
  - (c) The air conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
  - (d) The Owners of any lot undertaking the installation of an air conditioner must obtain all necessary permits, licenses or consents required by local authority or lawful authority for such installation;
  - (e) The installation of the air conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) The air conditioner must not create any noise likely to interfere with the peaceful enjoyment of any Owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) The air conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an Owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property including any plants, garden or lawn;
  - (h) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air conditioner must be forthwith made good by the Owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (i) The air conditioner must be maintained in good working order and condition by the Owner without claim on the Owners Corporation in respect of such maintenance;
  - (j) The air conditioner and all filters must be regularly cleaned by the Owner; and

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- (k) The Owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the air conditioner is to be replaced or renewed.
- (ii) In the event that an Owner or occupier of a lot to which the air conditioner is installed after notice, fails to comply with any matter set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the Owner or occupier to install the air conditioner.
- (iii) Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any air conditioning apparatus used to service any individual lot within the scheme, whether located on common property or within the lot, either before or after the registration of this by law.

## 23 Installation of Whirly Birds

### (A) DEFINITIONS

- (i) In this by-law unless the content indicates otherwise, the following terms and expressions are defined to mean:
  - (a) "Act" means the Strata Schemes Management Act 2015;
  - (b) "Lot" means the lot number in Strata Plan no. SP43431 whose number is specified in the Schedule;
  - (c) "Owner" means the owner for the time being of the Lot; and
  - (d) "Whirly Birds" means, in respect of the Lots, the Whirly Birds installed or to be installed in the Lot.
- (ii) Where any terms are used in this by-law are defined in the Act they will have the same meanings as those words have in the Act.

### (B) RIGHTS

The Owner is conferred with the special privilege in respect of the common property to have had installed or to install the Whirly Birds SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

#### (i) APPROVAL FOR WHIRLY BIRDS

The Owner must obtain approval for the installation of the Whirly Birds from the Owners Corporation strata manager and executive committee of the Owners Corporation prior to installing the Whirly Birds. The Owners Corporation strata manager and executive committee of the Owners Corporation will grant approval for the installation of the Whirly Birds provided the Whirly Birds are positioned in a position approved in writing by the Owners Corporation strata manager and executive committee of the Owners Corporation.

#### (ii) WHIRLY BIRDS MAINTENANCE

The Owner shall:

- (a) maintain the Whirly Birds in a state of good and serviceable repair;
- (b) renew or replace the Whirly Birds whenever reasonably required by the Owners Corporation; and
- (c) remove the Whirly Birds altogether if necessary and make good the common area.

#### (iii) COMMON PROPERTY MAINTENANCE

The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of:

- (a) the common property to which the Whirly Birds is installed; and
  - (b) that part of the common property of the strata plan which is within 10cm of the Whirly Birds.
- (iv) (v) OWNERS FIXTURES

The Whirly Birds shall be and remain the property of the Owner.

(vi) STATUTORY DIRECTIONS

In installing the Whirly Birds the Owner shall comply with all directions, orders and requirements of all relevant statutory authorities, comply with the then building code with respect to the erection of the Whirly Birds and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners servant's, agents and contractors.

(vii) REPLACEMENT

In the event that the Owner undertakes renewal or replacement of the Whirly Birds or any part thereof, it shall be renewed or replaced with parts of the same materials, design, colour, style, height and dimensions BUT in the event identical replacement or renewal cannot be achieved, the Owner shall in writing request the Owners Corporation, Strata Manager and Executive Committee of the Owners Corporation to resolve what variations may occur prior to the replacement or renewal occurring.

(viii) DAMAGES

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this by-law.

(ix) INDEMNIFY OWNERS CORPORATIONS

The Owner shall keep the Owners Corporation indemnified against:

- (a) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the installation of the Whirly Birds, or the use or maintenance of the Whirly Birds; and
- (b) any liability for damage to the Whirly Birds caused by the Owners Corporation in undertaking any work referred to in Section 65 of the Act or in exercising the power of entry conferred by that section.

(x) BY-LAW BREACH

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 carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

(xi) LICENSED CONTRACTOR

The Owner shall undertake the installation of the Whirly Birds by a contractor who is duly licensed according to the provisions of the then legislation and regulations regulating the building industry.



(xii) INSTALLATION TIMES

The Owner shall install the Whirly Birds so as to cause minimum disturbance and inconvenience to other residence of the strata scheme and only between the hours of 8:00am to 5:00pm. Monday to Friday and 8.00am to 2.00pm Saturdays.

(xiii) COSTS

The Whirly Birds shall be built at the expense of the Owner without claim on the Owners Corporation.

(xiv) COMPLETION TIME

The installation of the Whirly Birds shall be completed by the Owner within a reasonable time.

(xv) ADJACENT COMMON PROPERTY

All areas of common property adjacent to the area in which the Whirly Birds is being installed shall be maintained in a clean and tidy state during the erection of the Whirly Birds.

(xvi) LEGISLATION

Nothing in this By-Law shall be construed so as to release the Owner or occupier of the Lot from the obligations to comply with the Act, the Regulations or the By-Law applicable to the strata scheme.

**SCHEDULE**

Lots numbers that have the benefit of this By-Law:

All Lots

**24 Modifications and Additions— Insulation**

- (i) Each Owner for the time being of each lot in the strata scheme is conferred the right to install insulation in the common property ceiling space immediately above their lot (hereinafter referred to as the "insulation") 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 insulation must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the insulation is to be installed;
  - (b) The insulation not be or become or in any way be construed to be common property and shall always remain the sole property of the Owner for the time being of the lot which it services;
  - (c) The Owners of any lot undertaking the installation of any insulation must obtain all necessary permits, licenses or consents required by local authority or lawful authority for such installation;
  - (d) The installation of any insulation must be effected in a workmanlike manner by licensed and insured tradespersons;

- (e) The insulation must not interrupt the free flow of air or generally interfere with access to the common property by an Owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (f) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the insulation must be forthwith made good by the Owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (g) The Insulation must be maintained in good working order and condition by the Owner without claim on the Owners Corporation in respect of such maintenance; and
  - (h) The Owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the insulation is to be replaced or renewed.
- (ii) In the event that an Owner or occupier of a lot to which the insulation is installed after notice, fails to comply with any matter set out in conditions (a) to (h) hereof then the Owners Corporation may terminate the right of the Owner or occupier to install such insulation.

## **25 Exclusive Use of Garage Doors and Garage Door Motors**

### **A DEFINITIONS**

"Owner" means the owners of All Lots.

"Building Works" means the alterations and additions undertaken or to be undertaken by the Owner to install garage doors and garage door motors to the garage owned by the Owner.

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

### **B RIGHTS**

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (b) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

### **C CONDITIONS**

#### **1 Maintenance**

- (a) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached in a state of good and serviceable repair; and
- (b) In respect of their lot, the Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as required from time to time.

#### **2 Documentation**

Before commencing the Building Works the Owner must submit to the Owners Corporation the following documents relating to the Building Works:

- (a) plans and drawings including the proposed colour scheme;
- (b) specifications;
- (c) structural diagrams; and

(d) any other document reasonably required by the Owners Corporation.

**3 Approvals**

- (a) The Building Works must be compliant with Australian Standards.
- (b) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from:
  - (i) the relevant consent authority under the Environmental Planning and Assessment Act; and
  - (ii) any other relevant statutory authority whose requirements apply to the Building Works.

**4 Insurance**

Before commencing the Building Works the Owner must effect or cause to be effected the following insurances in respect of their lot in the joint names of the Owner and Owners Corporation:

- (a) contractors all works insurance;
- (b) insurance required under the Home Building Act 1989 (if required);
- (c) workers compensation insurance; and
- (d) public liability insurance in the amount of \$10,000,000.00.

**5 Performance of Works**

In performing the Building Works, the Owner must:

- (a) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (b) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- (c) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (d) only perform the Building Works at the times approved by the Owners Corporation;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from the Building Works immediately from the building; and
- (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works.

**6 Liability**

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

**7 Indemnity**

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of their respective Building Works on the common property including liability under section 65(6) in respect of any property of the Owners.

**8 Cost of Works**

The Building Works must be undertaken at the cost of the Owner.

**9 Owners' Fixtures**

The Building Works shall remain the Owner's fixtures.

**10 Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.



A handwritten signature or set of initials, possibly "B", written in black ink.

**26. Wet Area Renovations**

- (1) Each owner for the time being of each lot in the strata scheme is conferred the right to change the common property floor and wall tiles to the kitchen, bathroom, laundry and any other floor area (hereinafter referred to as the "tile renovations") 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 changing of original ceramic floor and wall tiles must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the wet area renovations are to commence;
  - (b) the tile renovations shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
  - (c) the installation of the tile renovations must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the tile renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;
  - (e) the tile renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - (f) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the tile renovations are to be replaced or renewed.
- (2) In the event that an owner or occupier of a lot to which the tile renovations have occurred after notice, fails to comply with any matter set out in conditions (a) to (f) hereof then the owners corporation may terminate the right of the owner or occupier to carry out the tile renovations.
- (3) Pursuant to section 106(3) of the Strata Schemes Management Act 2015, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any tile renovations in any individual lot within the scheme, whether located on common property or within the lot, either before or after the registration of this by law.

