

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Coastside Shellharbour 18/23 Addison Street SHELLHARBOUR NSW 2529	02 4295 5033  admin@coastsidefn.com.au
co-agent vendor	<b>DARREN LEROY MINTERN &amp; MONIQUE THERESE MINTERN</b> 7 Meryla Way FLINDERS NSW 2529	
vendor's solicitor	<b>MICHAEL BUTCHERINE SOLICITOR</b> 6/12 Commercial Avenue DUBBO NSW 2830	P: 02 6882 0303 Ref: Michael Butcherine E: mbs@butcherine.com.au
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	<b>49/214-220 PRINCES HIGHWAY, FAIRY MEADOW NSW 2519</b> Registered Plan: Lot 49 in Strata Plan 72178 Folio Identifier 49/SP72178	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>
<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>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<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>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</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>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>

**Choices**

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

**Nominated Electronic Lodgment Network (ELM)** (clause 4): PEXA

**Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

**Land tax** is adjustable  NO  yes  
**GST:** Taxable supply  NO  yes in full  yes to an extent  
 Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

# These are the Special Conditions to the contract for the sale of Unit 49, 214-220 Princes Highway, FAIRY MEADOW NSW 2519.

Terms defined in the contract have the same meaning in these special conditions.

## 1. Notice to Complete

- 1.1. A Notice to Complete may require completion at specified time and date.
- 1.2. The parties agree that 14 days is a reasonable period between service of a Notice to Complete and the required time of settlement.
- 1.3. A Notice to Complete may be withdrawn by the party serving it, without limiting the right to serve a further Notice.

## 2. Interest

- 2.1. If, except as solely the vendor's fault, completion does not occur on the completion date, the purchaser must pay interest:
  - 2.1.1. calculated at the rate of six per cent (6%) per annum;
  - 2.1.2. on any part of the purchase price which has not been paid;
  - 2.1.3. for the period from (but not including) the completion date until (and including) the day the contract is completed.
- 2.2. Interest accrues on a daily basis.
- 2.3. Interest accrued must be paid by the purchaser to the vendor on completion, and this is an essential term.
- 2.4. Clause 2.2 does not apply in respect of any day during which it is solely the vendor's fault that completion cannot occur.

## 3. Real Estate Agent

- 3.1. The purchaser warrants that the purchaser has not been introduced to the property by any real estate agent other than the agent recorded on the front page of the contract, if any.
- 3.2. The purchaser indemnifies the vendor against any claim, including for commission, in relation to a breach of the warranty in special condition 3.1.

## 4. Condition of property

- 4.1. The purchaser acknowledges that it is purchasing the property based on its own inspections and enquiries.
- 4.2. The purchaser buys the property:

- 4.2.1. in its condition and state of repair at the date of this contract;
  - 4.2.2. subject to any defects, latent or patent;
  - 4.2.3. subject to any infestation or dilapidation;
  - 4.2.4. subject to the nature, location, and availability or otherwise, and any defects in water, sewerage, drainage, gas, electricity, telephone or other connections or services; and
  - 4.2.5. subject to any non-compliance with any applicable law, including without limitation any non-compliance disclosed or referred to in the contract.
- 4.3. The purchaser is not entitled to make any objection, requisition, claim for compensation, or rescind or terminate the terminate rescind or make any objection requisition or claim for compensation, or delay completion, as a result of or arising out of any of the matters referred to in special condition 4.2.
- 4.4. Clause 4.3 is subject to section 52A of the *Conveyancing Act 1919*.

## 5. Status of parties

### 5.1. If either party:

- 5.1.1. dies;
- 5.1.2. becomes a mentally ill person;
- 5.1.3. becomes a bankrupt;
- 5.1.4. enters into or resolves to enter into liquidation or provisional liquidation;
- 5.1.5. enters into a scheme or arrangement with its creditors,

then either party may by written notice to the other rescind the contract, and the provisions of clause 19 apply.

# RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

**IMPORTANT INFORMATION**

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms **and** conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on  /  /  at  Between

**Landlord**

*[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Landlord 1 Name:  A.B.N. (if applicable):

Landlord telephone number or other contact details:

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

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

*[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Landlord 2 Name:  A.B.N. (if applicable):

Landlord telephone number or other contact details:

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

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

*[Insert business address or residential address of landlord(s)]*

2529

**Note.** These details must be provided for landlord(s) if there is no landlord's agent.

*[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]*

**Tenant** *[Insert name of tenant(s) and contact details]*

Tenant 1 Name

Phone  Email

Tenant 2 Name

Phone  Email

Tenant 3 Name

Phone  Email

Tenant 4 Name

Phone  Email

**Property Address:**

**RESIDENTIAL TENANCY AGREEMENT**

**Landlord's agent details** *[Insert name of landlord's agent (if any) and contact details]*

Licensee Dapto First National Pty Ltd			
Trading as First National Coastside Shellharbour		A.B.N. 64 137 487 908	
Address 18/23 Addison Street			
Shellharbour, NSW		Postcode 2529	
Phone 02 4295 5033	Fax	Mobile	Email admin@coastsidefn.com.au

**Tenant's agent details** *[Insert name of tenant's agent (if any) and contact details]*

Name /s		A.B.N.	
Address			
		Postcode	
Phone	Fax	Mobile	Email

**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 2 / 12 / 2024 and ending on 2 / 6 / 2025 *[Cross out if not applicable]*

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

**Residential Premises**

The residential premises are *[Insert address]*

Address 49/214-220 Princes Hwy		
Suburb Fairy Meadow	State NSW	Postcode 2519

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

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

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**Property Address:** 49/214-220 Princes Hwy, Fairy Meadow NSW 2519



**RESIDENTIAL TENANCY AGREEMENT**

**Rent**

The rent is \$ 580.00 per week payable in advance starting on 2 /12 /2024 .

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

The method by which the rent must be paid:

(a) to Dapto First National Pty Ltd at Shellharbour by cash or Electronic Funds Transfer (EFT), or

(b) into the following account, Dapto First National Pty Ltd or any other account nominated by the landlord:

BSB number: 062 531 Account number: 1025 8198

Account name: Dapto First National Pty Ltd

Payment reference: 2865 , or

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

BPAY® Biller Code: NA Reference Number:

(d) as follows: Direct deposit one week in advance at all times

**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 \$2,320.00 must be paid by the tenant on signing this agreement.

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

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bonds Online.

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

**IMPORTANT INFORMATION**

**Maximum number of occupants**

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

**Urgent repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs: Shippy's Electrical Telephone: 0447 674 444

Plumbing repairs: Distinct Plumbing Services Telephone: 0402 147 597

Other repairs: Rachel Hutchinson Telephone: 0401 850 581

PLEASE CONTACT RACHEL HUTCHINSON FIRST FOR AFTER HOURS CALL OUTS

**Water usage**

Will the tenant be required to pay separately for water usage?  Yes  No If yes, see clauses 12 and 13.

**Utilities**

Is electricity supplied to the premises from an embedded network?  Yes  No

Is gas supplied to the premises from an embedded network?  Yes  No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

**Property Address:** 49/214-220 Princes Hwy, Fairy Meadow NSW 2519

**Smoke alarms**

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

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?  Yes  No

**Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No If yes, see clauses 38 and 39.

**Giving notices and other documents electronically [optional] [Cross out if not applicable]**

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

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

**Landlord**

Does the landlord give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

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

**Tenant**

Does the tenant give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

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

**Condition report**

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

**Tenancy laws**

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

**Property Address:**

**RIGHT TO OCCUPY THE PREMISES**

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

**COPY OF AGREEMENT**

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

**RENT**

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

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

**RENT INCREASES**

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

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

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

**RENT REDUCTIONS**

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

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

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

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

**Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

  - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

**11. The tenant agrees to pay:**

- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and  
**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for the residential premises, and
- 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
  - 11.6.1** are separately metered, or
  - 11.6.2** are not connected to a water supply service and water is delivered by vehicle.**Note.** Separately metered is defined in the *Residential Tenancies Act 2010*.

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

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

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

**POSSESSION OF THE PREMISES**

**14. The landlord agrees:**

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

**TENANT'S RIGHT TO QUIET ENJOYMENT**

**15. The landlord agrees:**

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

**USE OF THE PREMISES BY TENANT**

**16. The tenant agrees:**

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

**17. The tenant agrees:**

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

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

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

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

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

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**

**19. The landlord agrees:**

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

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

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

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

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

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

**URGENT REPAIRS**

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

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

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

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

**SALE OF THE PREMISES**

**21. The landlord agrees:**

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

- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. **The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. **The landlord and the tenant agree:**
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

**LANDLORD'S ACCESS TO THE PREMISES**

24. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

**PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.
29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

**FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES**

30. **The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

**LOCKS AND SECURITY DEVICES**

32. **The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

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

**33. The tenant agrees:**

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

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

**TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

**35. The landlord and the tenant agree that:**

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

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

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

**CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT**

**37. The landlord agrees:**

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

- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

**COPY OF CERTAIN BY-LAWS TO BE PROVIDED**

*[Cross out if not applicable]*

- 38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

**MITIGATION OF LOSS**

- 40. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

**RENTAL BOND**

*[Cross out this clause if no rental bond is payable]*

- 41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
  - 41.1 details of the amount claimed, and
  - 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
  - 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

**SMOKE ALARMS**

- 42. **The landlord agrees to:**
  - 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
  - 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
  - 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
  - 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
  - 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

**42.6** repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

**42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

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

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

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

**43. The tenant agrees:**

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

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

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

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

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

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

**SWIMMING POOLS**

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

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

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

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

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

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

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

**LOOSE-FILL ASBESTOS INSULATION**

**47. The landlord agrees:**

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

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

**COMBUSTIBLE CLADDING**

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

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

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

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

**SIGNIFICANT HEALTH OR SAFETY RISKS**

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

**ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

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

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

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

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

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

**BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS**

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

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



## RESIDENTIAL TENANCY AGREEMENT

- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

**Note.** Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

### ADDITIONAL TERMS

*[Additional terms may be included in this agreement if:*

- (a) both the landlord and the tenant agree to the terms, and*
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and*
- (c) they do not conflict with the standard terms of this agreement.*

**ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]**

### ADDITIONAL TERM - PETS

*[Cross out this clause if not applicable]*

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

### 54. The tenant agrees

- 54.1** to supervise and keep the animal within the premises, and
  - 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
  - 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
  - 54.4** to comply with any council requirements.
- 55. The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

### ADDITIONAL TERM - PETS NOT PERMITTED

*[Cross out this clause if not applicable]*

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

### ADDITIONAL TERM - MATERIAL FACTS

*[Cross out this clause if not applicable]*

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

### ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

#### 58. The landlord and tenant:

- 58.1 agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated  /  /  *(insert a date if the landlord and tenant agree to this clause)* forms part of this agreement,
- 58.2 acknowledge** that the tenant's responses in that condition report form part of this agreement, and
- 58.3 agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

### ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

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

- 59.1** to use the residential premises for residential purposes only;
- 59.2** not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 59.3** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 59.4** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 59.5** to wrap up and place garbage in a suitable container;
- 59.6** to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 59.7** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 59.8** to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 59.9** to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

- 59.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 59.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 59.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 59.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 59.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

**ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES**

**60. The tenant agrees:**

- 60.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and
- 60.2 the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

**ADDITIONAL TERM - RENT AND RENTAL BOND**

**61. The tenant agrees:**

- 61.1 to pay the rent on or before the day which the term of this agreement begins; and
  - 61.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.
62. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

**ADDITIONAL TERM - OCCUPANTS**

**63. The tenant agrees:**

- 63.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 63.2 to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

**ADDITIONAL TERM - TERMINATION**

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

**65. The tenant agrees:**

- 65.1 upon termination of this agreement, to:
  - (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
  - (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - (c) comply with its obligations in clause 18 of this agreement; and
- 65.2 that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

- 66. Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees that** an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

**67. The landlord and the tenant agree that:**

- 67.1 any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 67.2 the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS**

**68. The tenant acknowledges and agrees:**

- 68.1 to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 68.2 where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 68.3 where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 68.4 that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

**RESIDENTIAL TENANCY AGREEMENT**

**ADDITIONAL TERM - SWIMMING POOLS**

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

**69.** Unless otherwise agreed by the landlord and tenant in writing, **the tenant agrees:**

- 69.1** to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;
- 69.2** to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;
- 69.3** to keep the water level above the filter inlet at all times;
- 69.4** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool, equipment, safety gate, access door, fence or barrier;
- 69.5** not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and
- 69.6** to ensure that the pool safety gate or access door is self-closing at all times.

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

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

**70.1** the rent will be increased to

\$ \_\_\_\_\_ per week  
 \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ; and  
 to \$ \_\_\_\_\_ per  
 \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ; or

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**Note:** Generally, the rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. This extends to an increase in the rent payable under a residential tenancy agreement on renewal of the agreement as if the increase were an increase during the term of the agreement.

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

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

**71.1** the rent will be increased to

\$ \_\_\_\_\_ per  
 \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ; and  
 to \$ \_\_\_\_\_ per  
 \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ; or

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

**Note:** The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

**ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT**

**72.** For avoidance of doubt:

- 72.1** a condition report which accompanies this agreement, forms part of this agreement; and
- 72.2** a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report.

**73.** Clause 72.2 does not apply:

- 73.1** to any matter that could not have reasonably been discovered on a reasonable inspection of the residential premises; or
- 73.2** to any statement in the condition report about which the tenant makes a written dissenting comment on the copy of the report completed by the tenant and retained by the landlord.

**ADDITIONAL TERM – ADDITIONAL TENANTS**

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

- 74.1** that document forms part of this agreement; and
- 74.2** the tenant under this agreement includes each person named in that document as a Tenant.

**ADDITIONAL TERM – ADDITIONAL TENANT OBLIGATIONS**

**75. The tenant agrees:**

- 75.1** to reimburse the landlord, within 30 days of being requested to do so, for:
  - (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
  - (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
  - (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

- 75.2** to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and
- 75.3** to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

**ADDITIONAL TERM - TENANCY DATABASES**

- 76. The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY**

*[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]*

- 77. The tenant agrees** that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.
- 78. The landlord gives** no undertaking as to the security and / or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

**ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT**

- 79. The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.
- 80. The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

**ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS**

- 81.** Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
- 82. The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

**ADDITIONAL TERM - PRIVACY POLICY**

- 83.** The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.
- The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

- The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:
- identify and verify the tenant's identity;
  - process and assess any application received in relation to the lease of the residential premises;
  - assess the tenant's ability to meet their financial and other obligations under this agreement;
  - manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
  - contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
  - comply with any applicable law;
  - liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
  - negotiate the lease for the residential premises;
  - process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
  - comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and / or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box:  or otherwise notify the landlord and /or landlord's agent using the contact details of the landlord and /or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

**ADDITIONAL TERM - ACKNOWLEDGEMENTS**

**84. The landlord and tenant each acknowledge** that:

- 84.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 84.2** the additional terms and conditions may be included in this agreement only if:
  - (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
  - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 84.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and /or conditions that are included in any annexure to this agreement.

**SCHEDULE A**

**SPECIAL CONDITIONS - FLATS**

**Special Condition 1 - Vehicles**

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

**Special Condition 2 - Damage to lawns and plants on the common areas**

The tenant must not, except with the prior written approval of the landlord:

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

**Special Condition 3 - Obstruction of common areas**

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

**Special Condition 4 - Noise**

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 5 - Behaviour of tenants and invitees**

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
  - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
  - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

**Special Condition 6 - Children playing on common areas in building**

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

**Special Condition 7 - Smoke penetration**

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

**Special Condition 8 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

**Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials**

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Special Condition 10 - Appearance of flat**

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

**Special Condition 11 - Cleaning windows and doors**

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

**Special Condition 12 - Hanging out of washing**

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

**Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
  - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
  - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
  - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
  - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins  
(applicable where bins are shared by flats)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 15 - Change in use or occupation of flat to be notified**

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
  - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
  - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**Special Condition 16 - Compliance with planning and other requirements**

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

**NOTES.**

**1. Definitions**

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

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

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

**3. Ending a fixed term agreement**

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

**4. Ending a periodic agreement**

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

**5. Other grounds for ending agreement**

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

**6. Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.



**RESIDENTIAL TENANCY AGREEMENT**

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

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

**SIGNED BY THE LANDLORD / LANDLORD'S AGENT**

Signed by:  
Samantha Kominkowski  
76662671091E416...  
(Signature of landlord / landlord's agent)

02 December 2024 | 10:30 AM AEDT  
(Date)

**LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signed by:  
Samantha Kominkowski  
76662671091E416...  
(Signature of landlord / landlord's agent)

02 December 2024 | 10:30 AM AEDT  
(Date)

**Note:** A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

**SIGNED BY THE TENANT**

Signed by:  
[Signature]  
D1399A461E88414...  
(Signature of tenant)

02 December 2024 | 9:59 AM AEDT  
(Date)

DocuSigned by:  
[Signature]  
22196D43EEA9416...  
(Signature of tenant)

02 December 2024 | 9:44 AM AEDT  
(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

**TENANT INFORMATION STATEMENT**

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Signed by:  
[Signature]  
D1399A461E88414...  
(Signature of tenant)

02 December 2024 | 9:59 AM AEDT  
(Date)

DocuSigned by:  
[Signature]  
22196D43EEA9416...  
(Signature of tenant)

02 December 2024 | 9:44 AM AEDT  
(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

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

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

## ANNEXURE

If applicable, include additional Terms and Conditions below

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

### PET RENTAL AGREEMENT

- If pets have been agreed to - refer to page 11, section 53, 54 & 55.

This Agreement is made between: First National Real Estate Office & Tenant and forms part of this tenancy agreement.

The tenant agrees that only the pet/s described on page 11, section 53 may be kept on the premises. This agreement does not permit additional pets or the replacement of pets without permission.

The tenant agrees:

That the pet is not allowed inside the property and is to be kept in the outside yard (excludes cats)

That the pet will not become an annoyance or source of discomfort to other tenants or neighbours

Any additional animals brought onto the property without prior approval will automatically be disqualified from future Landlord approval

To remove any faeces matter from the lawns and gardens/litter tray daily

That the pet will not do damage to the property

That the pet will not be fed inside the property (excludes cats)

That it is the tenants responsibility to ensure that there is adequate fencing to secure the pet

That it is the tenants responsibility to ensure comply with council regulations.

To regularly take pest control precautions to ensure the property remains free of fleas/lice

That in the event that the described pet is a bird, it shall not be permitted outside of its cage.

The tenant/s agrees that it will become a condition of the Tenancy Agreement that upon vacating, you will be responsible for professional pest control of fleas inside and outside of the property and to make good any holes, garden damage and/or worn out lawn.

The tenant/s agrees that the property will be professionally treated (cleaned and deodorised) and the carpets professionally dry cleaned or in extreme cases where there is still evidence of pet urine smells after being professionally treated the carpet underlay will be replaced in affected areas and/or other flooring to be replaced/cleaned or resealed.

Damage of any kind caused by the animal(s) will be completely rectified at tenant/s cost, prior to vacation of the premises. The tenant/s accepts full responsibility for any animal that the tenant/s brings or allows upon the rented premises with or without the consent of the owner/agent and will be solely liable for all loss and damage or injury suffered by any person who is attacked by any such animal. If any action is brought against the owner/agent by any person, despite the resident being responsible as aforesaid, the resident will indemnify and hold harmless the owner/agent from any claim, action, suit or demand brought against it/them by any person injured by such animal.

The tenant/s further agrees that if the animals subject to this agreement become a nuisance to neighbours, or genuine complaint(s) is received regarding the animal, the tenant will upon request from the agent immediately remove the pet from the property permanently without limiting or voiding existing lease obligations. The tenant will also observe and comply with any additional strata or Owners Corporation rules.

ANNEXURE

## ANNEXURE

If applicable, include additional Terms and Conditions below

**ANNEXURE**

### Tenant Acknowledgement

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 seven days after lease signed
- Given Full Set of Working Remotes and Keys
- 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 be 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 preferred email address listed on page 4 and it is their responsibility to check regularly and update their address with us when required.
- 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)
- 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. In the event of an Auction, the tenant/s agrees that it can be held onsite.
- 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.

## ANNEXURE

If applicable, include additional Terms and Conditions below

### Tenant Acknowledgement of Condition - Inspected

- 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 landlords 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.

### Tenant Acknowledgement of Condition - Not Physically Inspected

I / we have submitted application/s for tenancy at the abovementioned property. If approved as tenant/s, I / we request to sign a residential tenancy agreement prior to inspecting the property in person and confirm the following:

1. I / we have not personally physically inspected the property that my/our application relates to.
2. I / we understand that the agents recommendation is to inspect the property prior to applying for tenancy.
3. I / we request the agent to process the application/s for tenancy and if approved, to forward the residential tenancy agreement for my/our completion with signature/s and date. I / we acknowledge and understand that by signing the residential tenancy agreement, I / we are entering into a binding tenancy contract.
4. I / we have viewed details and photos of the property advertised by the agent and understand it cannot equal representation of the property as an inspection on site by myself/ourselves.
5. I / we have conducted research about the property, comparable rentals and location, and are satisfied with results sourced via resources, e.g., Google Maps, directories, rental property comparisons via other real estate agents and realestate.com.au.
6. I / we understand that after signing the residential tenancy agreement, I / we change my/our mind to proceed with the tenancy and I / we elect to break the tenancy agreement, I am / we are obligated to all terms of the residential tenancy agreement including rent until another approved tenant commences a tenancy for the same terms of the tenancy agreement broken.

### 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.
- 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

- Rent is to be CLEARED IN OUR ACCOUNT before the due date each week. You need to allow sufficient time for the payment to clear.
- Please set up your weekly automatic direct bank transfer to start 5 days from the start of your tenancy. This will then always keep you ONE week in advance.
- If your pay needs to be on another day of the week pay a day rate 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.

ANNEXURE



# Tenant information statement

## What you must know before you start renting

### Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

#### The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

#### When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

#### What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above is not done.

### **What you must be given before you sign an agreement**

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

### **What you must be given at the time you sign an agreement**

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

### **Before or at the start of the tenancy**

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

### **The property must be fit to live in**

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

### **Residential tenancy agreement**

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

### **Condition report**

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

### **Rent, receipts and records**

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

### **Rental bonds**

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

### Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

### Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

## During the tenancy

### Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

### Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

### Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

### Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

### Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

### How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

### Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,



without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

## Ending the tenancy

### Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

### Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

### Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

## Checklist

You should only sign the agreement when you can answer **Yes** to the following.

### The tenancy agreement

- I have read the agreement and asked questions if there were things I did not understand.
- I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- I understand that any additional terms to the agreement can be negotiated before I sign.
- I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

### Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- I have made sure these have already been done
- or
- I have an undertaking in writing (before signing the agreement) that they will be done.

### Upfront costs

- I am **not** required to pay:
  - more than 2 weeks rent in advance
  - more than 4 weeks rent as a rental bond.
- I am **not** being charged for:
  - the cost of preparing the tenancy agreement
  - the initial supply of keys and other opening devices to each tenant named in the agreement
  - being allowed to keep a pet on the property.

### Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

### More information

Visit the [Fair Trading website](http://fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at [tenants.org.au](http://tenants.org.au)

[fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)      **13 32 20**

Language assistance 13 14 50

*(ask for an interpreter in your language)*

---

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 For information: [fairtrading.nsw.gov.au/copyright](http://fairtrading.nsw.gov.au/copyright)  
 This publication must not be relied on as legal advice.  
 For more information about this topic,  
 refer to the appropriate legislation.



FOLIO: 49/SP72178

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/1/2025	12:30 PM	9	15/2/2024

LAND

-----

LOT 49 IN STRATA PLAN 72178  
AT FAIRY MEADOW  
LOCAL GOVERNMENT AREA WOLLONGONG

FIRST SCHEDULE

-----

DARREN LEROY MINTERN  
MONIQUE THERESE MINTERN  
AS JOINT TENANTS

(T AT837496)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP72178  
2 AT837497 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



**STRATA CERTIFICATE**  
 Name of Council/Accredited Certifier: **GORDON LAREN**  
 being satisfied that the requirements of the Strata Scheme (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approvals of the proposed:  
 \* Strata Plan: **SP72178**  
 illustrated in the annexure to this certificate.

\* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.  
 \* The strata certificate does not constitute a part of a development scheme. The "Council" accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.  
 \* The Council does not object to the encroachment of the building beyond the alignment of:  
 \* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force at the time of the certificate.  
 \* This approval is given on the condition that the use of lot (s) (being utility lots designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the applicant or occupier of a lot proposed for (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: **4 FEB 2004** \*Complete or delete if applicable  
 Subdivision No: **5C 269** Accreditation No: **P90A 003**  
 Relevant Development Consent No: **CPG 069**  
 Issued by: **GORDON LAREN**  
 Accredited Certifier

**SURVEYOR'S CERTIFICATE**  
 I **DAVID ALAN JOLLIE**,  
**MASTERS & ASSOCIATES P/L**  
 of **116 CORBINIAL ST, WOLLONGONG**  
 a surveyor registered under the Surveying Act 2002  
 that:

1 each applicable requirement of  
 \* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973  
 \* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been satisfied  
 2 \* All the building encroachments on a public place -  
 (a) the building encroachments on land, other than a public place, in respect of which an encroachment or prohibition assessment -  
 \* has been created by registered -  
 \* is to be created under section 98B of the Conveyancing Act 1999 -  
 3 the survey information required in the accompanying location plan is correct  
 Signature: *[Signature]*  
 Date: **1.2.2004**  
 Better practice SHEET 1 OF 10 SHEETS  
 \* State where the plan and order registration number

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	ENTITLEMENT
1	531
2	650
3	650
4	676
5	676
6	650
7	650
8	703
9	545
10	663
11	663
12	703
13	716
14	676
15	676
16	716
17	557

**CONTINUE SHEET 2**

LOT	ENTITLEMENT
18	676
19	676
20	531
21	545
22	690
23	690
24	729
25	610
26	610
27	610
28	610
29	557
30	570
31	623
32	623
33	623

**PLAN OF SUBDIVISION OF LOT 9 IN D.P. 270162**

**LGA:** WOLLONGONG      **Locality:** FAIRY MEADOW  
**Parrish:** WOONONA      **Country:** CAMDEN  
**Reduction Ratio 1:**      **Length in metres**

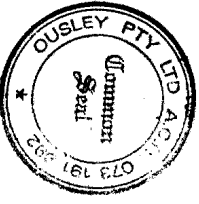
Name of, and address for service of notices on, the owners corporation. (Address required on original strata plan only)  
**THE OWNERS STRATA PLAN NO 72178**  
**NO 214-220 PRINCES HIGHWAY**  
**FAIRY MEADOW 2519**

**SP72178**

Registered: 13.2.2004  
 Purpose: STRATA PLAN  
 Ref Map: W8285 - 32 #  
 Last Plan: DP270162

**FOR LOCATION PLAN SEE SHEET 2**

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



*[Signature]* Director  
**JOHN SIMPSON**  
*[Signature]* Director  
**ROBY F O BILLEN**

Signed in my presence for and on behalf of **EXPERIENTIAL TRUST COMPANY LIMITED** (a C.N. entity) by its Attorney **ANDREW EDWARD DREWAL** and **ANDREW INGE KOSLOVSKY**.  
 Who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney for the purposes of the Power of Attorney.  
 Registration No. **688742** of **17/3** and **17/3** and that he/she has no interest in the revocation of his/her powers.  
 Signature: *[Signature]* Witness: *[Signature]*  
**ANDREW EDWARD DREWAL** Attorney  
**ANDREW INGE KOSLOVSKY** Attorney  
 Signature of Attorney/Notary Public: *[Signature]*  
**ANDREW EDWARD DREWAL** Attorney  
 Signature of Attorney/Notary Public: *[Signature]*  
**ANDREW EDWARD DREWAL** Attorney

THIS PLAN INCLUDES A DEVELOPMENT CONTRACT OF 140 SHEETS.

PLAN AMENDED IN LPI AT SURVEYOR'S REQUEST

SURVEYOR'S REFERENCE: 48006

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

SP72178

LOT	ESTIMATE
34	623
35	464
36	531
37	650
38	650
39	676
40	676
41	650
42	650
43	690
44	545
45	663
46	663
47	703
48	716
49	676
50	676
51	716
52	557
53	676
54	676
55	716
56	729
57	690

LOT	ESTIMATE
58	690
59	729
60	570
61	690
62	690
63	545
64	557
65	703
66	703
67	743
68	623
69	623
70	623
71	623
72	557
73	570
74	637
75	637
76	637
77	637
78	477
79	50,000
AGGREGATE	100,000

This schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

Reduction Ratio 1:

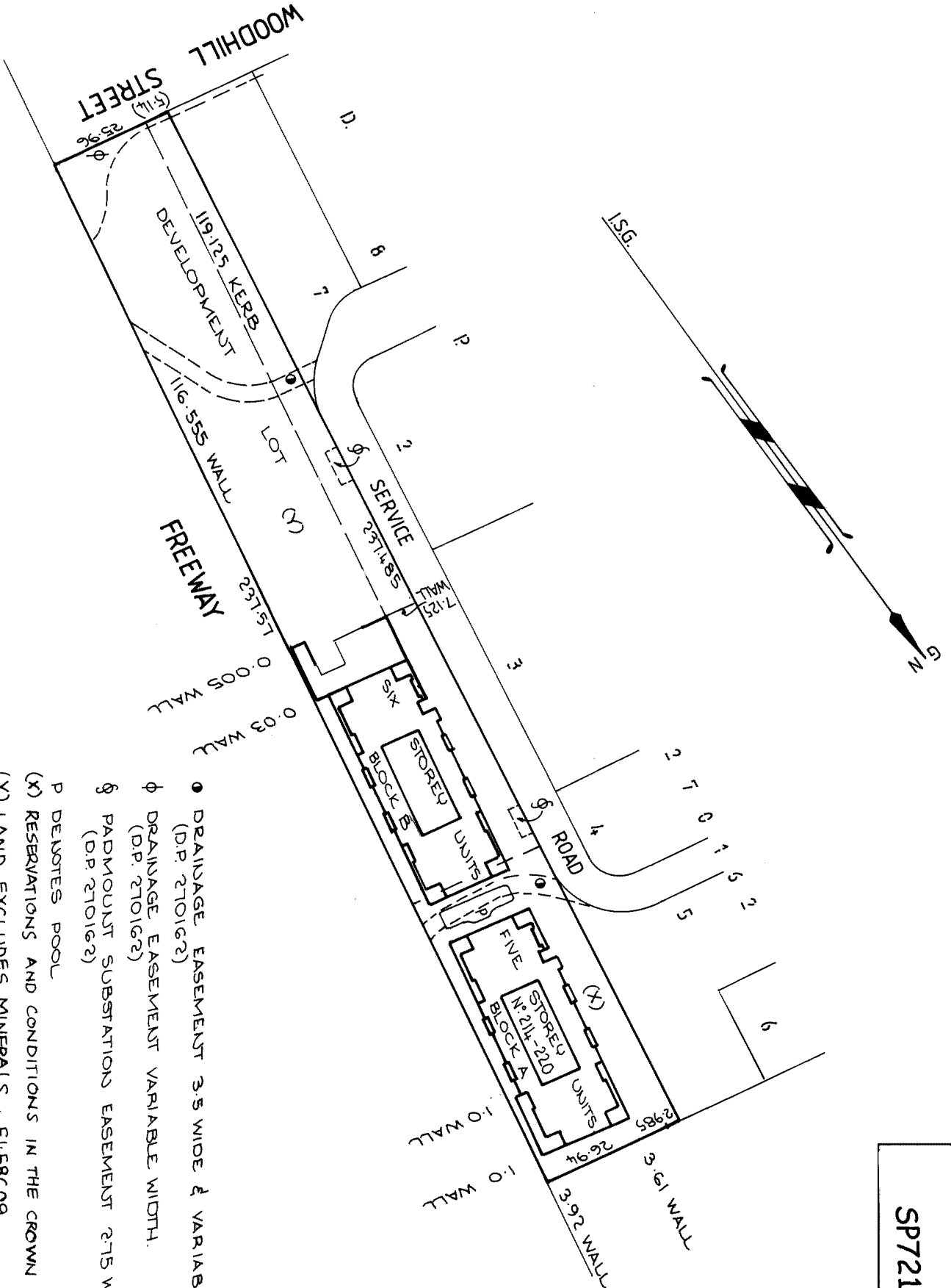
Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorized Person/General Manager/Accredited Certifier



SURVEYORS REFERENCE: 48006



SP72178

- DRAINAGE EASEMENT 3.5 WIDE & VARIABLE (D.P. 270162)
  - φ DRAINAGE EASEMENT VARIABLE WIDTH. (D.P. 270162)
  - § PADMOUNT SUBSTATION EASEMENT 275 WIDE (D.P. 270162)
  - P DENOTES POOL
  - (X) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
  - (Y) LAND EXCLUDES MINERALS - F1458609
- Reduction Ratio 1:800
- Lengths are in metres

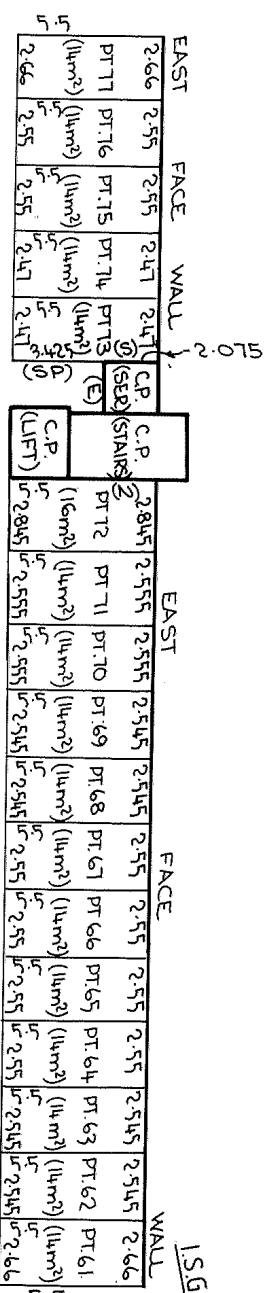
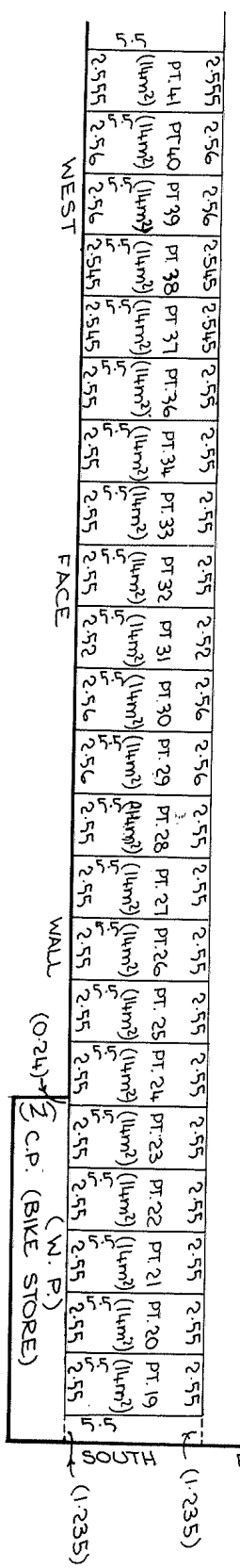
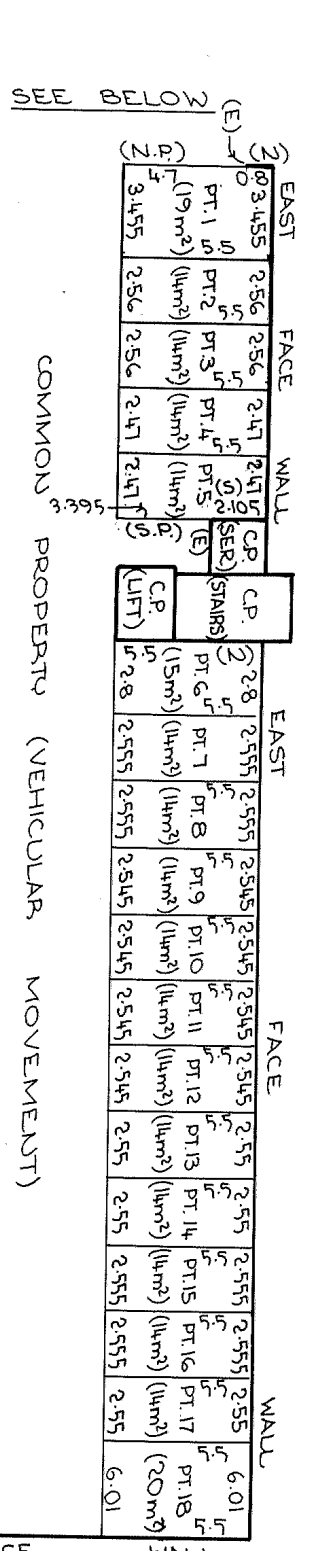


*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person/General Manager/Accredited Certifier

SURVEYORS REFERENCE: 48006

SP72178



PT. 60 (14m <sup>2</sup> )	PT. 59 (14m <sup>2</sup> )	PT. 58 (14m <sup>2</sup> )	PT. 57 (14m <sup>2</sup> )	PT. 56 (14m <sup>2</sup> )	PT. 55 (14m <sup>2</sup> )	PT. 54 (14m <sup>2</sup> )	PT. 53 (14m <sup>2</sup> )	PT. 52 (14m <sup>2</sup> )	PT. 51 (14m <sup>2</sup> )	PT. 50 (14m <sup>2</sup> )	PT. 49 (14m <sup>2</sup> )	PT. 48 (14m <sup>2</sup> )	PT. 47 (14m <sup>2</sup> )	PT. 46 (14m <sup>2</sup> )	PT. 45 (14m <sup>2</sup> )	PT. 44 (14m <sup>2</sup> )	PT. 43 (14m <sup>2</sup> )	PT. 42 (14m <sup>2</sup> )	PT. 41
2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55

**BASEMENT AND CARSPACES**

- (N) NORTH FACE WALL
- (E) EAST FACE WALL
- (N.P) NORTH FACE WALL PRODUCED
- (W.P) WEST FACE WALL PRODUCED
- (S.P) SOUTH FACE WALL PRODUCED
- (S) SOUTH FACE WALL

ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:200

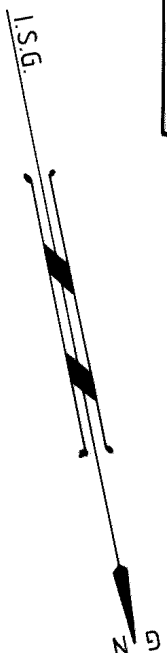
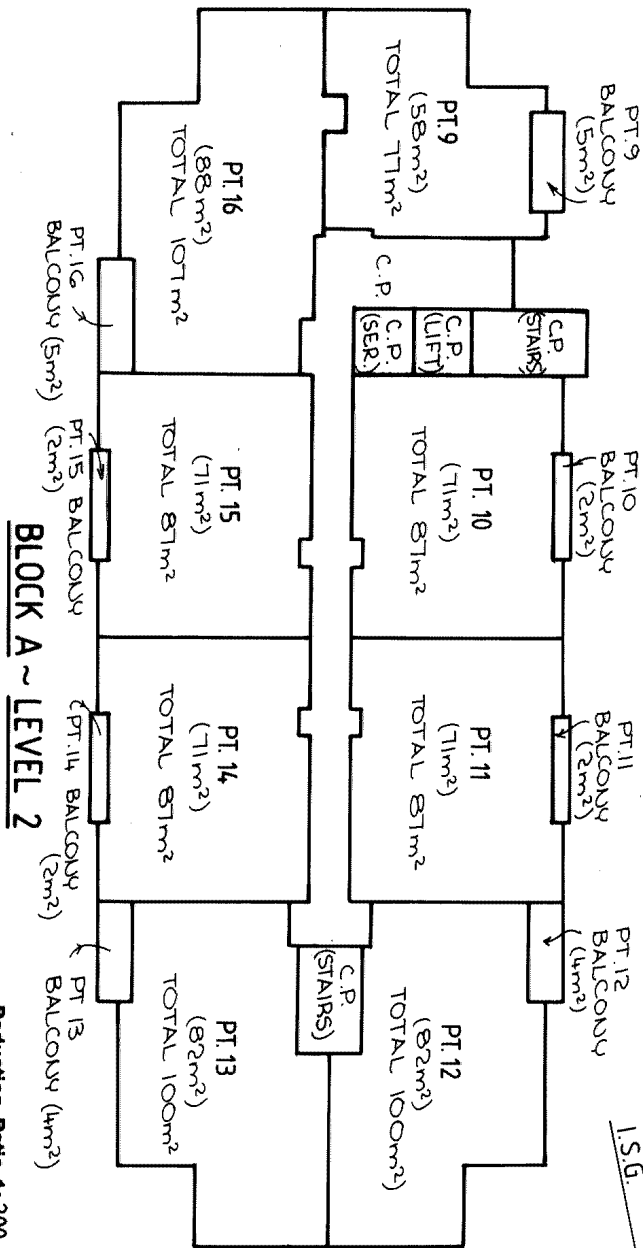
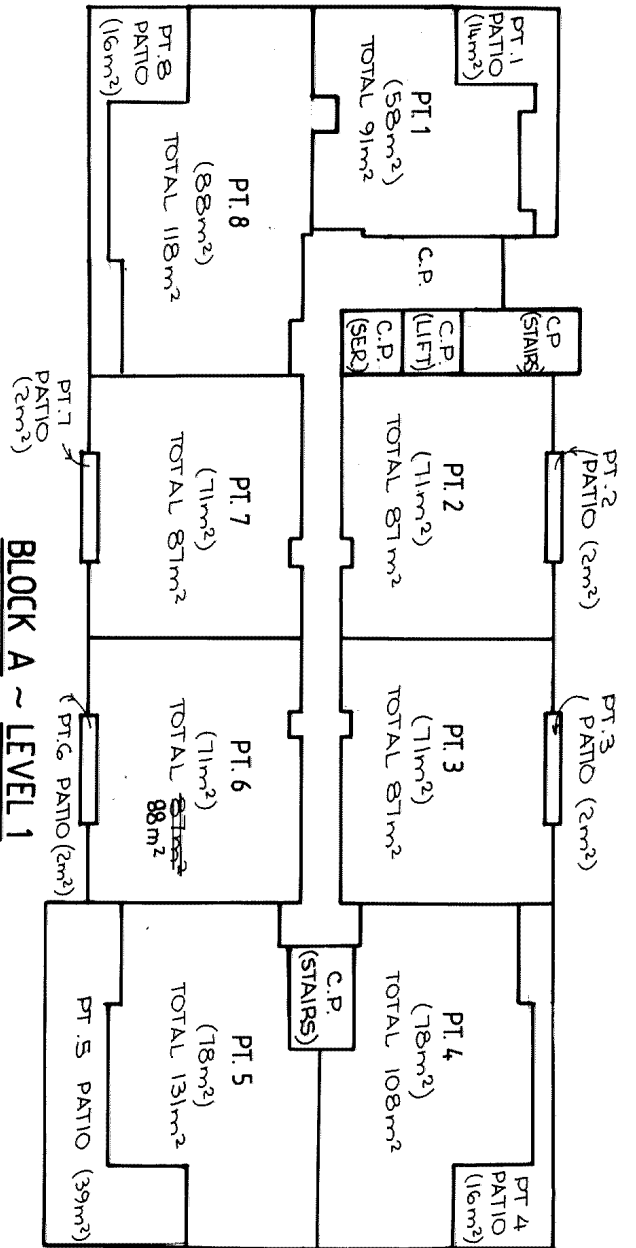
Lengths are in metres

Surveyor Registered under Surveyors Act 1929

Supervisors REFERENCE: 48006

Professional Engineer

SP72178



THE HEIGHT OF THE PATIOS IS RESTRICTED TO 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED

ALL BALCONIES ARE COVERED

SER. DENOTES SERVICES

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered Under Surveyors Act 1929

*John De La...*

Accredited Certifier

General Manager/Authorized Person

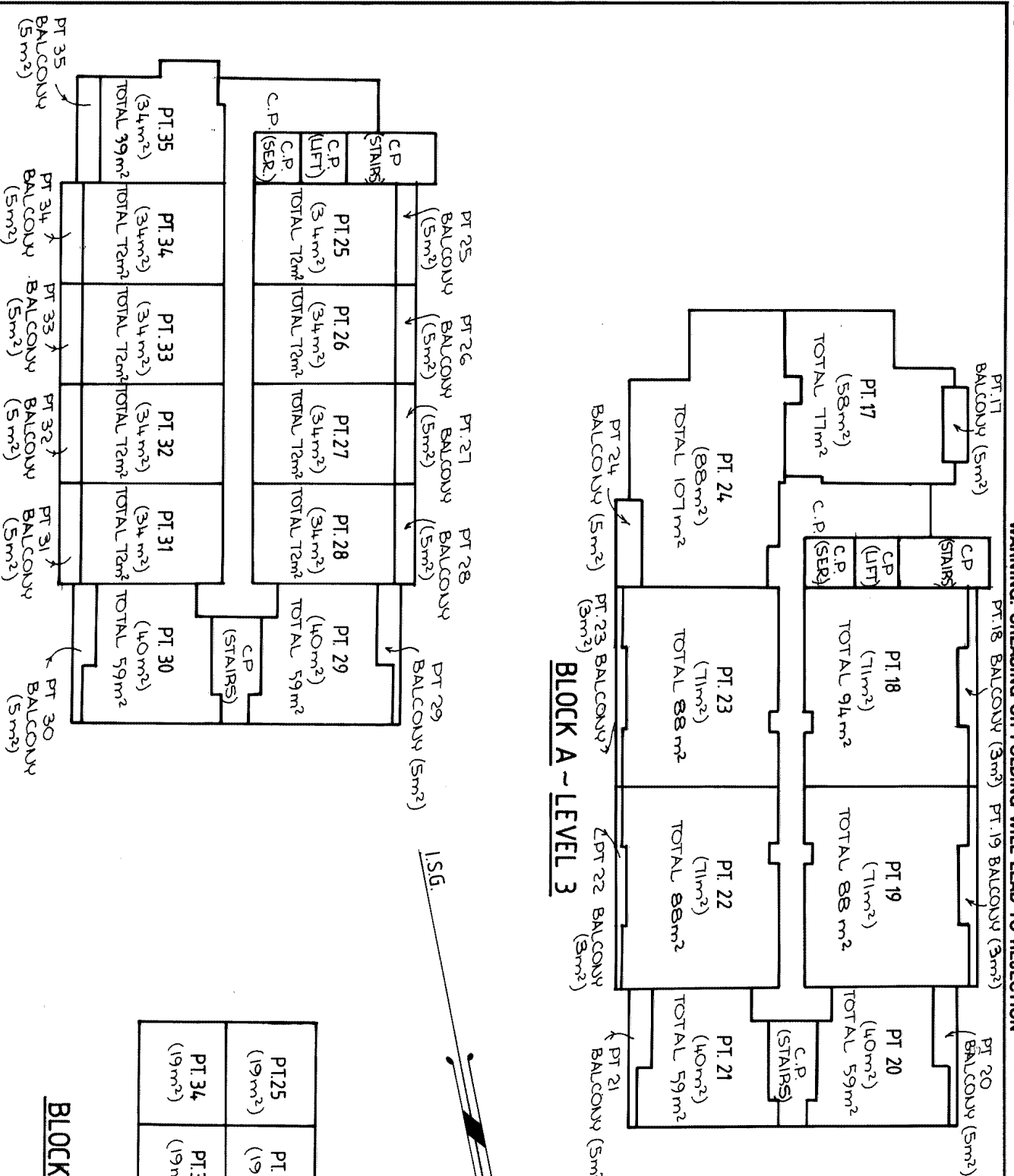
SURVEYOR'S REFERENCE: 48006





SP72178

THE BALCONIES ARE COVERED.  
C.P. DENOTES COMMON  
PROPERTY  
SER. DENOTES SERVICES



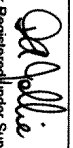
**BLOCK A ~ LEVEL 4**

**BLOCK A ~ LEVEL 3**

**BLOCK A ~ LEVEL 5**

PT.25 (19m <sup>2</sup> )	PT.26 (19m <sup>2</sup> )	PT.27 (19m <sup>2</sup> )	PT.28 (19m <sup>2</sup> )
PT.34 (19m <sup>2</sup> )	PT.33 (19m <sup>2</sup> )	PT.32 (19m <sup>2</sup> )	PT.31 (19m <sup>2</sup> )

ALL AREAS ARE APPROXIMATE  
Reduction Ratio 1: 200  
Lengths are in metres

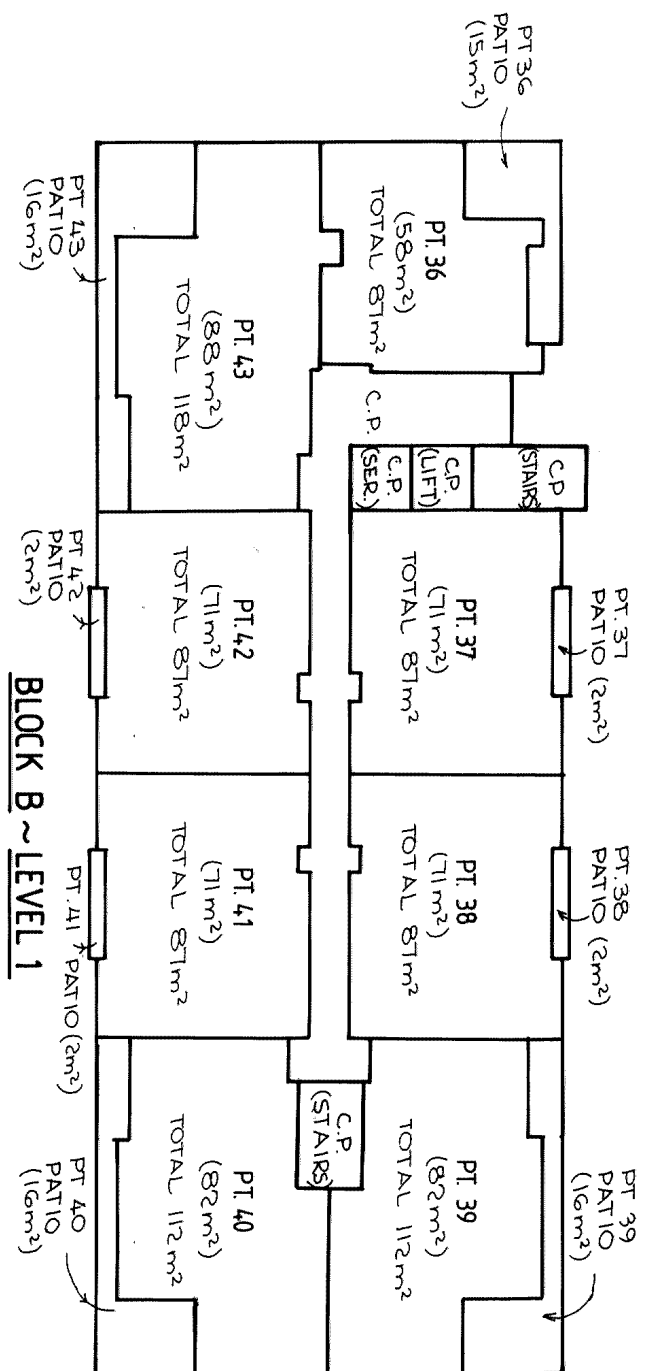
Surveyor Registered under Surveyors Act 1929  
  
 General Manager/Authorised Person  
 SURVEYOR'S REFERENCE: 48006



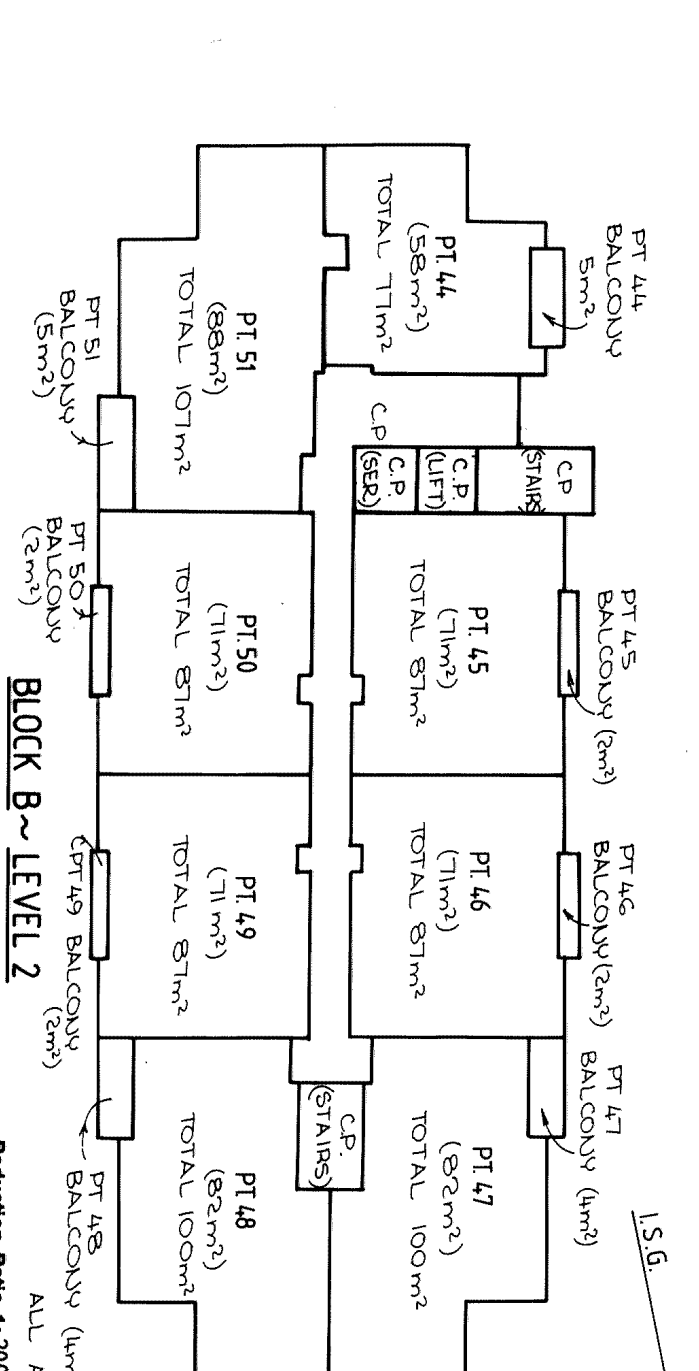
SP72178

THE HEIGHT OF THE PATIOS IS RESTRICTED TO 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

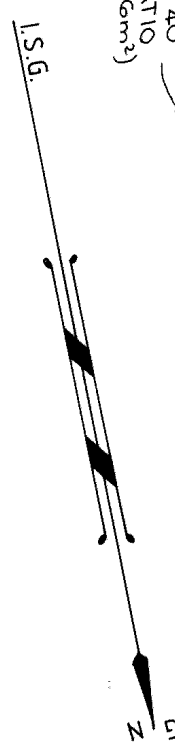
THE BALCONIES ARE COVERED C.P. DENOTES COMMON PROPERTY SER. DENOTES SERVICES



**BLOCK B ~ LEVEL 1**



**BLOCK B ~ LEVEL 2**



ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1928  
*John A. ...*  
 Accredited Certifier  
 General Practitioner/Authorised Person

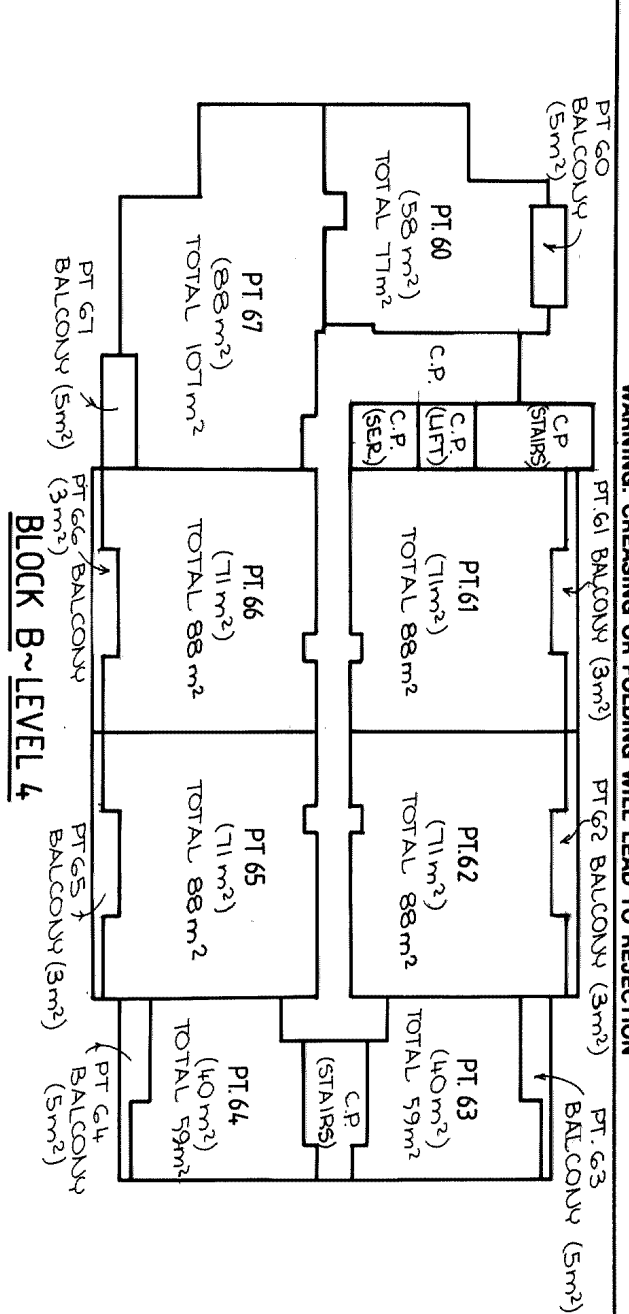
SURVEYOR'S REFERENCE: 4 8006



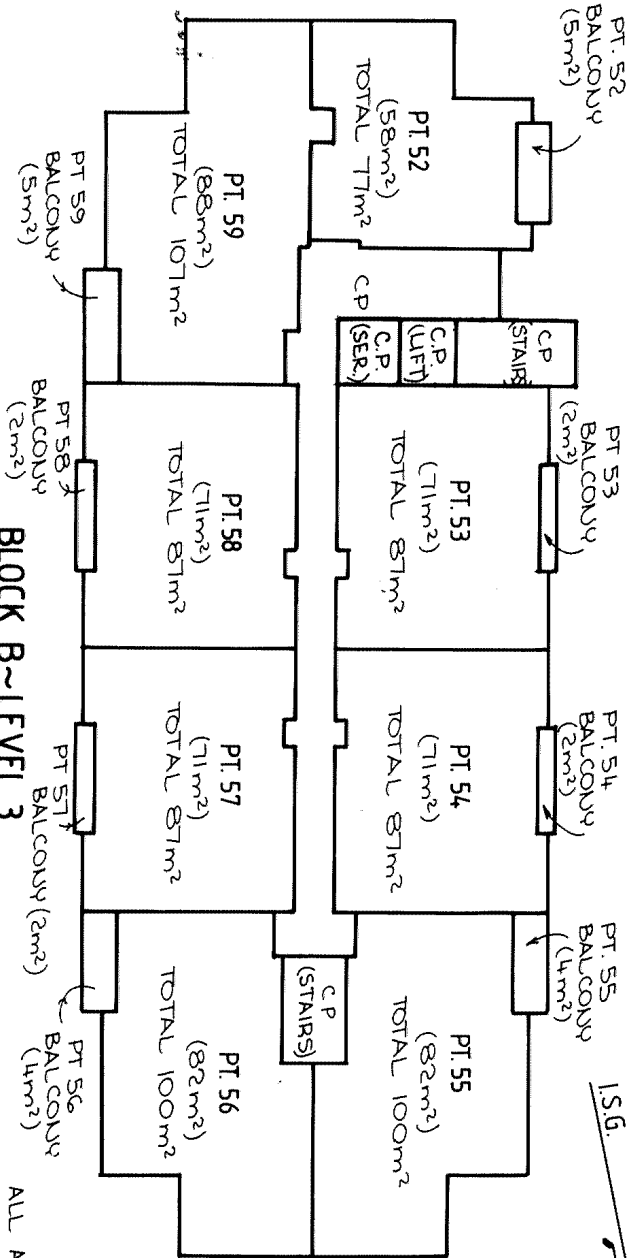
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

SP72178

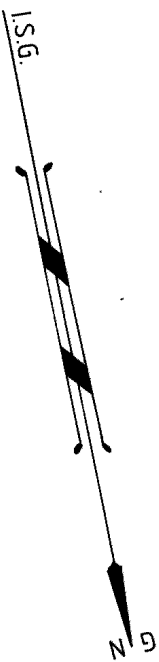
THE BALCONIES ARE COVERED.  
 C.P. DENOTES COMMON PROPERTY  
 SER. DENOTES SERVICES.



**BLOCK B ~ LEVEL 4**



**BLOCK B ~ LEVEL 3**



Reduction Ratio 1:200

ALL AREAS ARE APPROXIMATE

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

Accredited Certifier  
 General Manager/Authorised Person

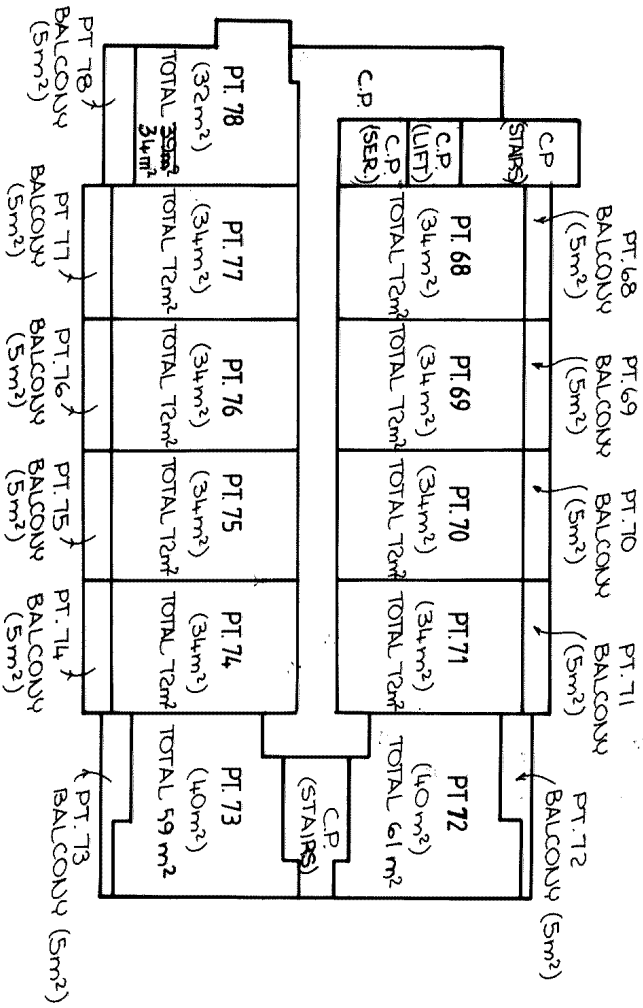
SURVEYOR'S REFERENCE: 48006



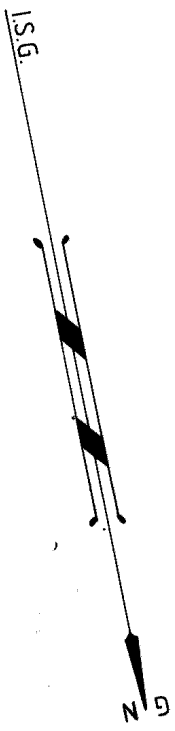
SP72178

PT.68 (19m <sup>2</sup> )	PT.69 (19m <sup>2</sup> )	PT.70 (19m <sup>2</sup> )	PT.71 (19m <sup>2</sup> )
PT.77 (19m <sup>2</sup> )	PT.76 (19m <sup>2</sup> )	PT.75 (19m <sup>2</sup> )	PT.74 (19m <sup>2</sup> )

**BLOCK B ~ LEVEL 6**



**BLOCK B ~ LEVEL 5**



THE BALCONIES ARE COVERED.  
 C.P. DENOTES COMMON PROPERTY  
 SER. DENOTES SERVICES

ALL AREAS ARE APPROXIMATE  
 Reduction Ratio 1:200  
 Lengths are in metres

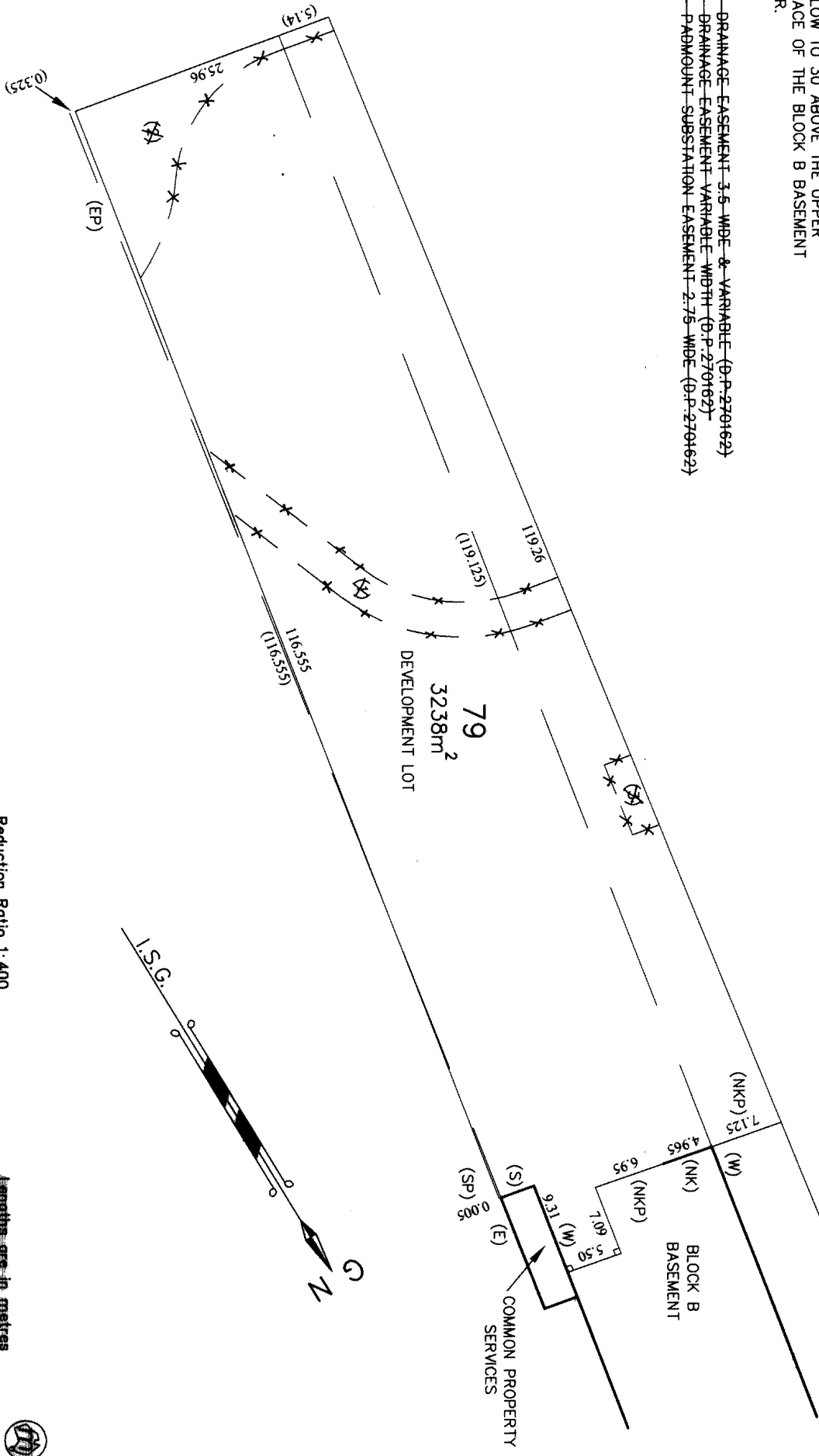
Surveyor Registered under Surveyors Act 1928  
 SURVEYOR'S REFERENCE: 48006  
 General Manager, Authorised Person



- (E) - EAST FACE WALL
- (W) - WEST FACE WALL
- (S) - SOUTH FACE WALL
- (NK) - NORTH FACE KERB
- (EP) - EAST FACE WALL PRODUCED
- (SP) - SOUTH FACE WALL PRODUCED
- (NKP) - NORTH FACE KERB PRODUCED

THE STRATUM OF LOT 79 EXTENDS FROM  
 2 BELOW TO 30 ABOVE THE UPPER  
 SURFACE OF THE BLOCK B BASEMENT  
 FLOOR.

- (1) DRAINAGE EASEMENT 3.5 MIDE & VARIABLE (D.P-270162)
- (2) DRAINAGE EASEMENT VARIABLE WIDTH (D.P-270162)
- (3) PADMOUNT SUBSTATION EASEMENT 2.75 MIDE (D.P-270162)



SP72178

Reduction Ratio 1:400

Lengths are in metres

Registered Surveyor

Authorised/Approved Certifier

SURVEYOR'S REFERENCE: 48006





FOLIO: CP/SP72178

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/1/2025	5:59 PM	9	6/9/2022

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 72178  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FAIRY MEADOW  
LOCAL GOVERNMENT AREA WOLLONGONG  
PARISH OF WOONONA COUNTY OF CAMDEN  
TITLE DIAGRAM SP72178

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 72178  
ADDRESS FOR SERVICE OF DOCUMENTS:  
DYNAMIC PROPERTY SERVICES PTY LTD  
LEVEL 5  
162 GOULBURN STREET  
SYDNEY 2010

SECOND SCHEDULE (10 NOTIFICATIONS)

-----

- 1 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOT 79  
SP72752 THE STRATA SCHEME DEVELOPMENT IS NOW CONCLUDED
- 2 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270162
- 3 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 4 F458609 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP270162 DRAINAGE EASEMENT 3.5 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP270162 RESTRICTION(S) ON THE USE OF LAND
- 7 DP270162 DRAINAGE EASEMENT VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP270162 PADMOUNT SUBSTATION EASEMENT 2.75 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AN459608 INITIAL PERIOD EXPIRED
- 10 AS448996 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 72178

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	531	2	650	3	650	4	676
5	676	6	650	7	650	8	703
9	545	10	663	11	663	12	703
13	716	14	676	15	676	16	716
17	557	18	676	19	676	20	531
21	545	22	690	23	690	24	729
25	610	26	610	27	610	28	610
29	557	30	570	31	623	32	623
33	623	34	623	35	464	36	531
37	650	38	650	39	676	40	676
41	650	42	650	43	690	44	545
45	663	46	663	47	703	48	716
49	676	50	676	51	716	52	557
53	676	54	676	55	716	56	729
57	690	58	690	59	729	60	570
61	690	62	690	63	545	64	557
65	703	66	703	67	743	68	623
69	623	70	623	71	623	72	557
73	570	74	637	75	637	76	637
77	637	78	477	79	SP72752		

STRATA PLAN 72752

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
80	650	81	650	82	676	83	676
84	650	85	650	86	690	87	545
88	663	89	663	90	703	91	716
92	676	93	676	94	716	95	557
96	676	97	676	98	716	99	729
100	690	101	690	102	729	103	570
104	690	105	690	106	545	107	557
108	703	109	703	110	743	111	623
112	623	113	623	114	623	115	557
116	570	117	637	118	637	119	637
120	637	121	477	122	531	123	650
124	650	125	676	126	676	127	650
128	650	129	703	130	545	131	663
132	663	133	703	134	716	135	676
136	676	137	716	138	557	139	676
140	676	141	531	142	545	143	690
144	690	145	729	146	610	147	610
148	610	149	610	150	557	151	570
152	623	153	623	154	623	155	623
156	464	157	531				

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP72178

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

25-0009...

PRINTED ON 13/1/2025


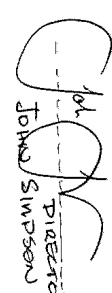
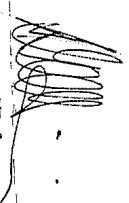
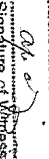
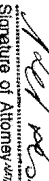
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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



STRATA PLAN FORM 1

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

<p><b>STRATA CERTIFICATE</b>                  Name of owner/registered Certifier: <b>GORDON, JAREN</b>                  being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed <del>strata plan</del> <b>strata plan</b> illustrated in the manner to this certificate.</p> <p><del>The certificate certifies that the plan is consistent with a relevant development consent in force that does not contain or confer on the development consent any terms or requires to be complied with any conditions that may be imposed by a development consent. The strata plan/strata plan of subdivision is part of a development scheme. The owner/registered certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</del></p> <p><del>The Council does not object to the commencement of the building beyond the alignment of .....</del></p> <p>*The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that does not contain or confer on the development consent any terms or requires to be complied with any conditions that may be imposed by a development consent (being utility lot/s designed to be used primarily for the storage or occupation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (and being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: <b>27 APRIL 2004</b>                  Subdivision No: <b>5C 2 70</b>                  Accreditation No: <b>P50A 003</b>                  Relevant Development Consent No: <b>CDC-070</b>                  Issued by: <b>GORDON JAREN</b>                    Accredited Certifier</p> <p>Complete, or delete if applicable</p>	<p><b>SURVEYOR'S CERTIFICATE</b></p> <p><b>I, DAVID ALAN JULIE</b>                  of <b>MASTERS &amp; ASSOCIATES PTY LTD</b>                  2/716 COMMICAL STREET, MULLONGUM, 2590                  a surveyor registered under the Surveyors Act 1929, hereby certify that:</p> <p>(1) each applicable requirement of Schedule 14 to the Strata Schemes (Freehold Development) Act 1973 or Schedule 14 to the Strata Schemes (Leasehold Development) Act 1986 has been met;</p> <p>(2) <del>the building encroaches on a public place.</del>  <del>the building encroaches on land (other than a public place) in respect of which encroachment is appropriate.</del>  <del>has been created by .....</del>  <del>is to be created under section 68B of the Conveyancing Act 1919.</del></p> <p>(3) the survey information recorded in the accompanying location plan is accurate.</p> <p><i>Strike out if inapplicable</i>          I state whether zoning or plan, and quote registered number.</p> <p><b>THIS IS SHEET 1 OF MY PLAN IN 9 SHEETS.</b></p> <p><b>Residential Model By-laws adopted for this scheme</b>  <b>Keeping of Animals - Option A/B/C</b>  <b>Schedule of By-laws in sheets filed with plan</b>  <b>No By-laws apply</b>  <i>Strike out whichever is inapplicable</i>  <b>By-laws filed with S.P.72178.</b></p>	<p><b>SCHEDULE OF UNIT ENTITLEMENT</b></p> <p><b>SEE SHEET 2</b></p> <p><b>SURVEYOR'S REFERENCE: 48006/1</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 79 IN THE STRATA SCHEME BASED ON S.P.72178.</b></p> <p>LGA: WOLLONGONG Suburb/Locality: FAIRY MEADOW                  Parish: WOONONA County: CAMDEN</p> <p>Name of, and address for services of notices on, the owners corporation                  THE OWNERS STRATA PLAN NO. 72178                  No. 214 - 220 PRINCES HIGHWAY                  FAIRY MEADOW, 2519                  *Address required on original strata plan only.</p> <p><b>FOR LOCATION PLAN SEE SHEET 3</b></p> <p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.</p> <p>The Common Seal of OUSLEY PTY LIMITED (ACN 073 191 992) is hereunto affixed in accordance with its articles of association in the presence of</p> <p>                  JOHN SIMSON Director</p> <p>                  RORY F. O'BRIEN Director</p> <p>Signed in my presence for and on behalf of REGENTIAL TRUSTEES COMPANY LIMITED (A.C.N. 562 021 071) by its Attorneys General EDWARD BIRCHALL and ANDREW IREY BIRCHALL who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 6 March 2002. Registration No. 48006/1 and that he/she has no notice of the revocation of his/her powers.</p> <p>                  Signature of Witness                  ANDREW IREY BIRCHALL                  Full name of Witness</p> <p>                  Signature of Attorney                  ANDREW IREY BIRCHALL                  Signature of Attorney                  ANDREW IREY BIRCHALL</p>	<p>Registered: 19.5.2004</p> <p>Purpose: STRATA PLAN OF SUBDIVISION</p> <p>Ref. Map: W8285-32</p> <p>Last Plan: SP72178</p> <p><b>SP72752</b></p>	

SP72752

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	ENTITLEMENT
80	650
81	650
82	676
83	676
84	650
85	650
86	690
87	545
88	663
89	663
90	703
91	716
92	676
93	676
94	716
95	557
96	676
97	676
98	716
99	729

LOT No.	ENTITLEMENT
100	690
101	690
102	729
103	570
104	690
105	690
106	545
107	557
108	703
109	703
110	743
111	623
112	623
113	623
114	623
115	557
116	570
117	637
118	637
119	637

LOT No.	ENTITLEMENT
120	637
121	477
122	531
123	650
124	650
125	676
126	676
127	650
128	650
129	703
130	545
131	663
132	663
133	703
134	716
135	676
136	676
137	716
138	557
139	676

LOT No.	ENTITLEMENT
140	676
141	531
142	545
143	690
144	690
145	729
146	610
147	610
148	610
149	610
150	557
151	570
152	623
153	623
154	623
155	623
156	464
157	531
LOTS 1 TO 78 INCL. INS.P.27178	50 000
AGGREGATE	100 000

Reduction Ratio 1:

Lengths are in metres



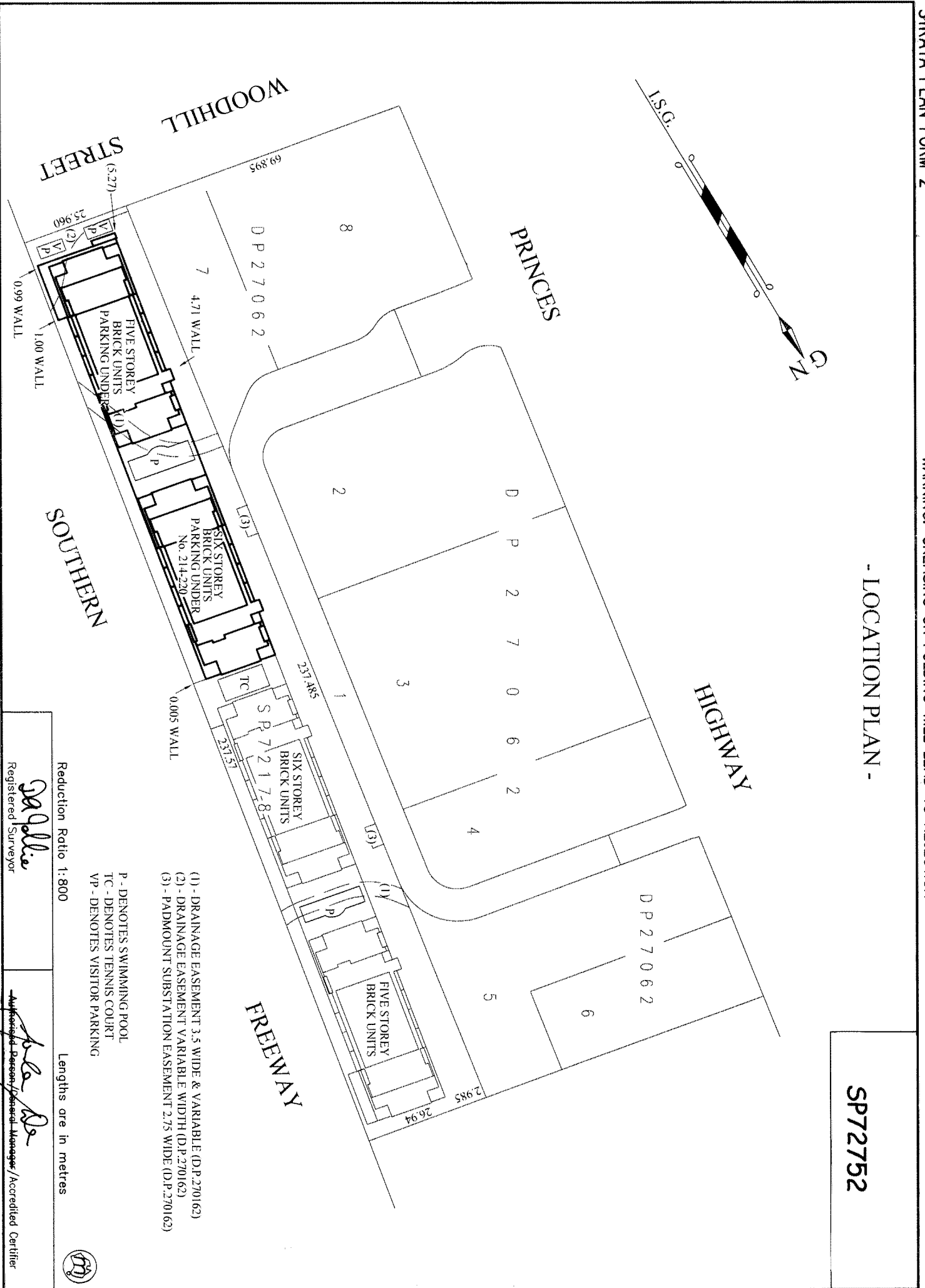
Registered Surveyor

Authorised Person/General-Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 48006/1

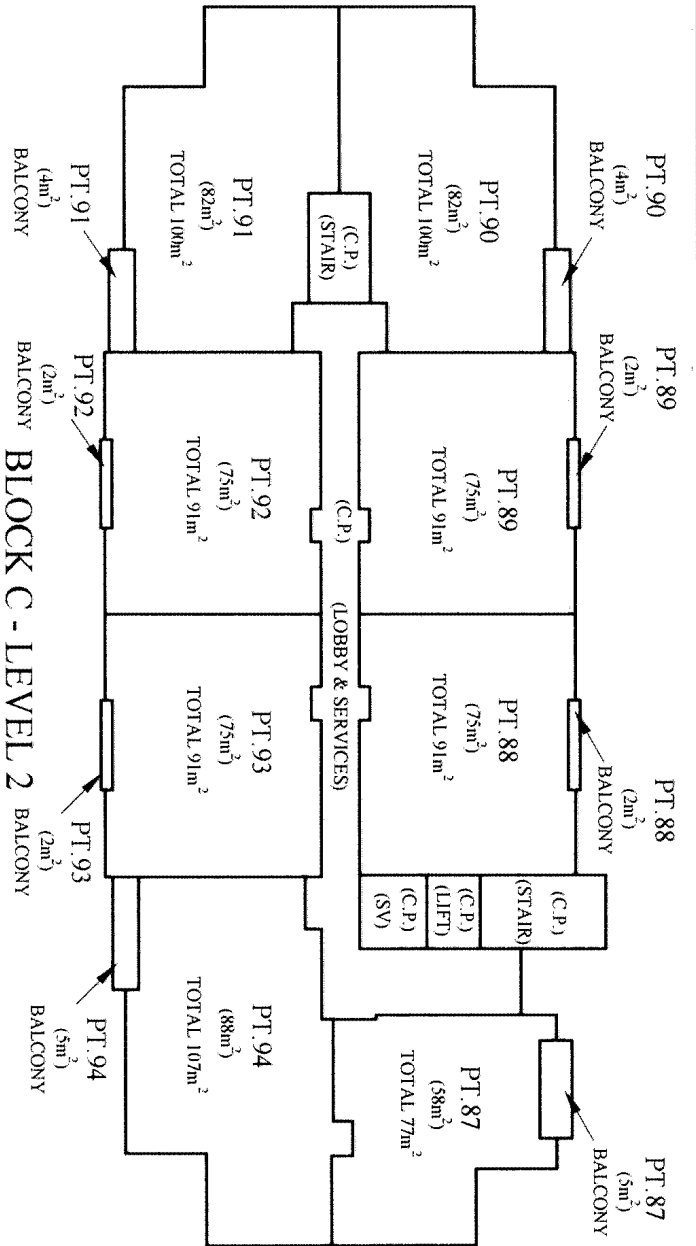
- LOCATION PLAN -

SP72752

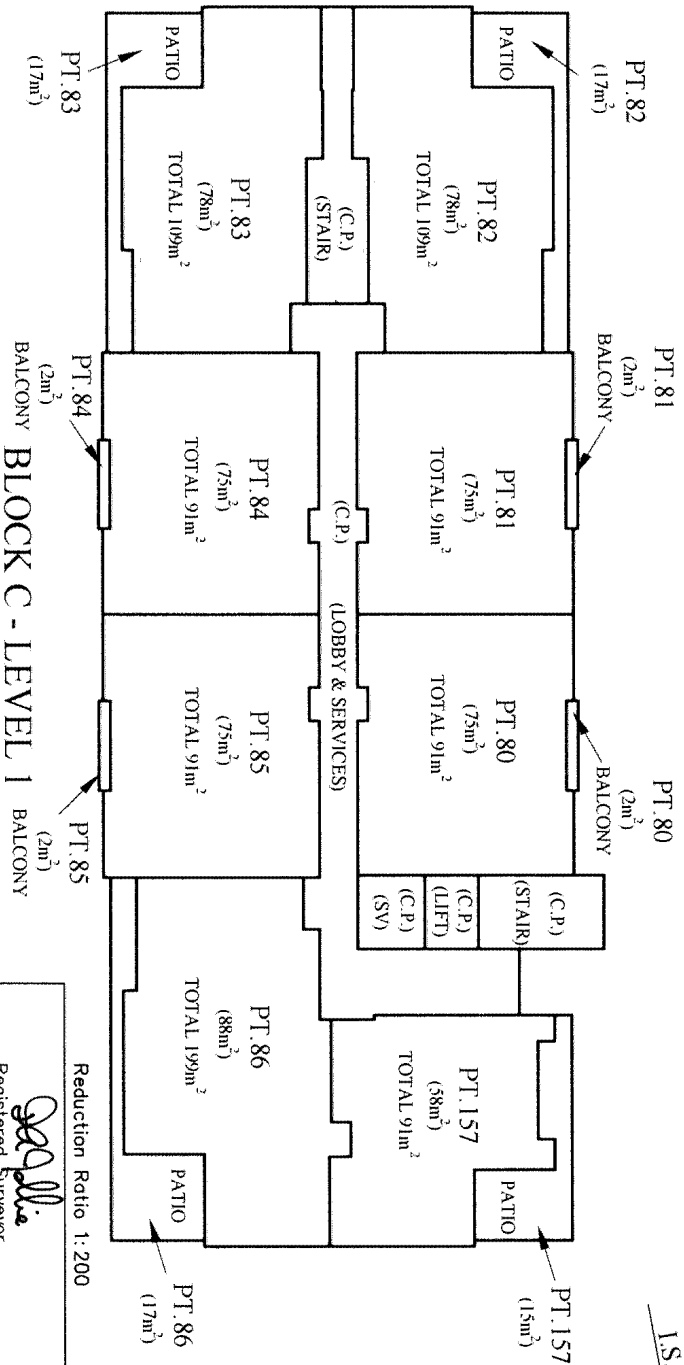




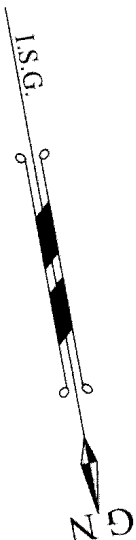
SP72752



BLOCK C - LEVEL 2



BLOCK C - LEVEL 1



C.P. - DENOTES COMMON PROPERTY  
 (SV) - DENOTES SERVICES

THE HEIGHT OF THE PATIOS IS RESTRICTED  
 TO 3 ABOVE THE UPPER SURFACE OF THEIR  
 HARD STAND FLOOR.

THE BALCONIES ARE COVERED.

ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

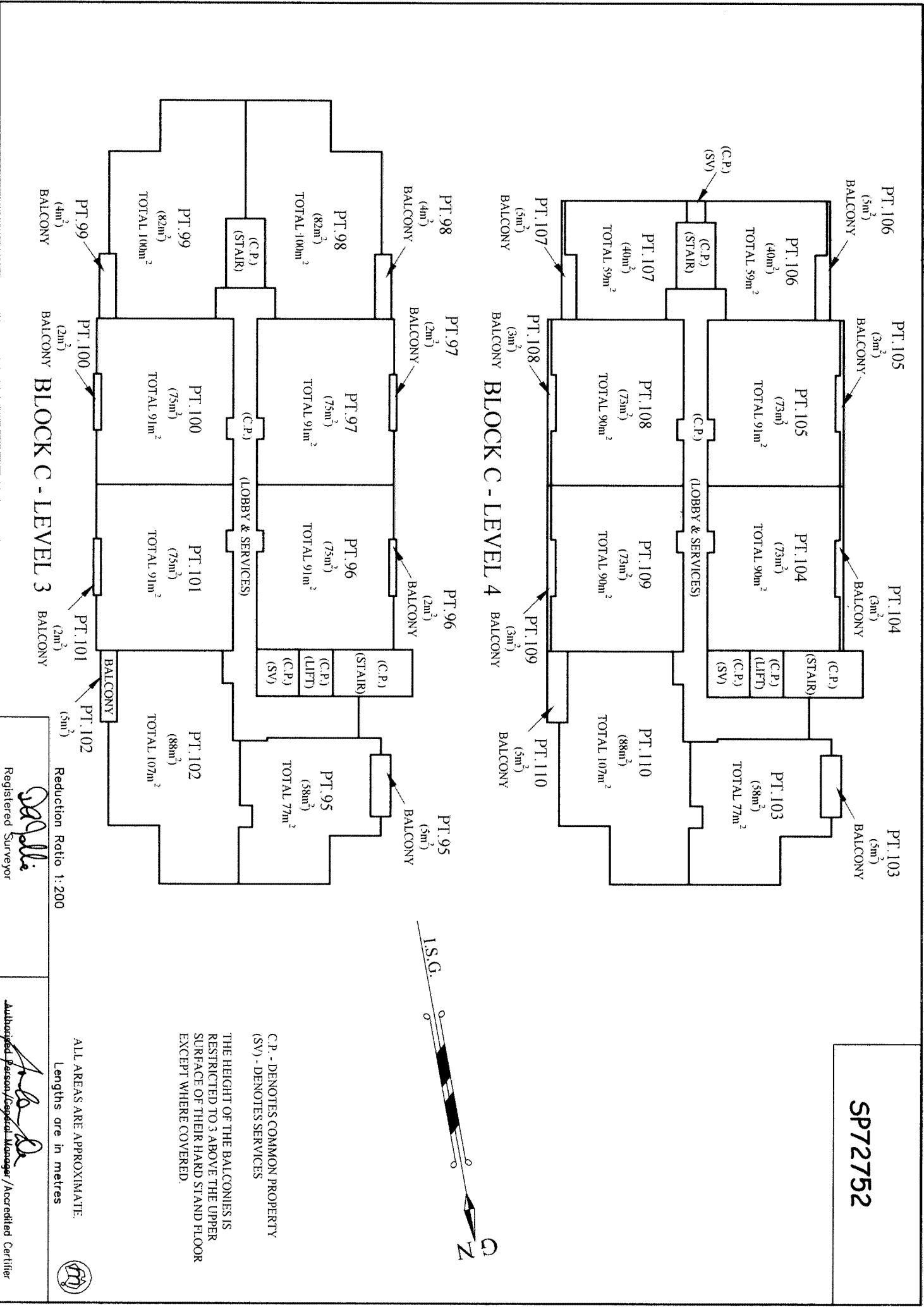
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 48006/1

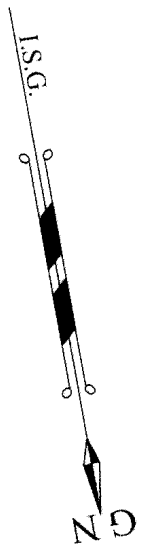


SP72752



C.P. - DENOTES COMMON PROPERTY  
(SV) - DENOTES SERVICES

THE HEIGHT OF THE BALCONIES IS RESTRICTED TO 3 ABOVE THE UPPER SURFACE OF THEIR HARD STAND FLOOR EXCEPT WHERE COVERED.



Reduction Ratio 1:200

Lengths are in metres



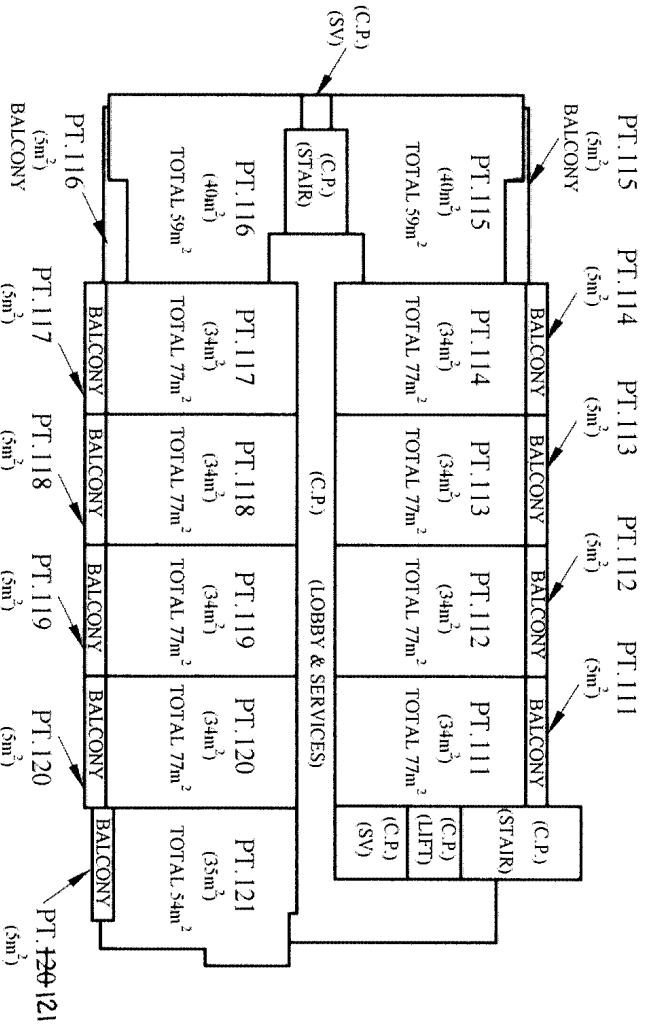
Registered Surveyor

Authorized Person/Agent/Manager/Accredited Certifier

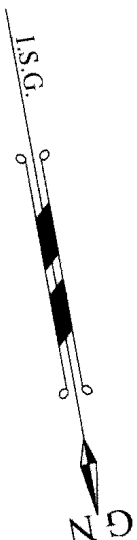
SURVEYOR'S REFERENCE: 48006/1

VOID	VOID	VOID	VOID
PT.114 (24m <sup>2</sup> )	PT.113 (24m <sup>2</sup> )	PT.112 (24m <sup>2</sup> )	PT.111 (24m <sup>2</sup> )
PT.117 (24m <sup>2</sup> )	PT.118 (24m <sup>2</sup> )	PT.119 (24m <sup>2</sup> )	PT.120 (24m <sup>2</sup> )
VOID	VOID	VOID	VOID

BLOCK C - LEVEL 6



BLOCK C - LEVEL 5



C.P. - DENOTES COMMON PROPERTY  
 (SV) - DENOTES SERVICES  
 THE HEIGHT OF THE BALCONIES IS  
 RESTRICTED TO 3 ABOVE THE UPPER  
 SURFACE OF THEIR HARD STAND FLOOR  
 EXCEPT WHERE COVERED.

SP72752

Reduction Ratio 1:200

ALL AREAS ARE APPROXIMATE.  
 Lengths are in metres

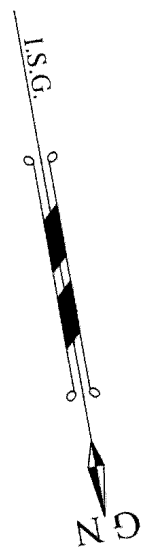
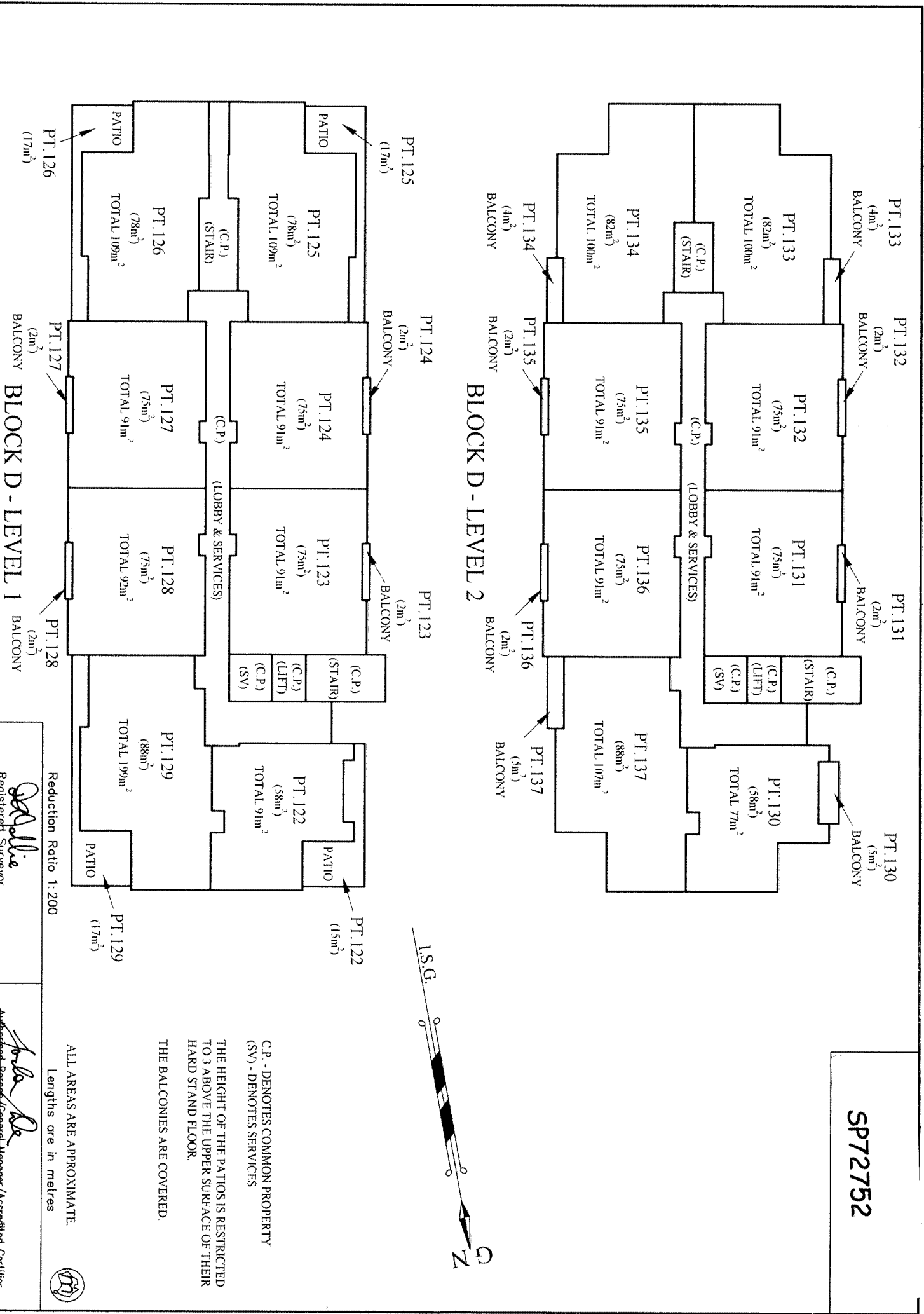


Registered Surveyor  
*DA Collins*

Authorised Person/General Manager/Accredited Certifier  
*John A. Collins*

SURVEYOR'S REFERENCE: 48006/1

SP72752



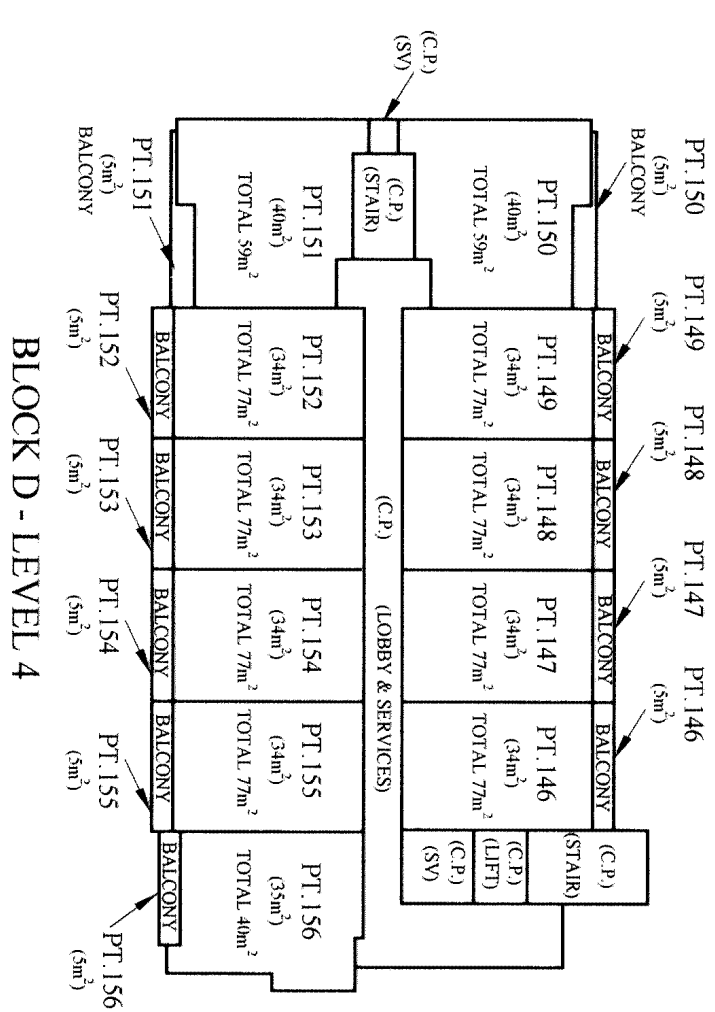
C.P. - DENOTES COMMON PROPERTY  
 (SV) - DENOTES SERVICES  
 THE HEIGHT OF THE PATIOS IS RESTRICTED TO 3 ABOVE THE UPPER SURFACE OF THEIR HARD STAND FLOOR.  
 THE BALCONIES ARE COVERED.

ALL AREAS ARE APPROXIMATE.  
 Lengths are in metres

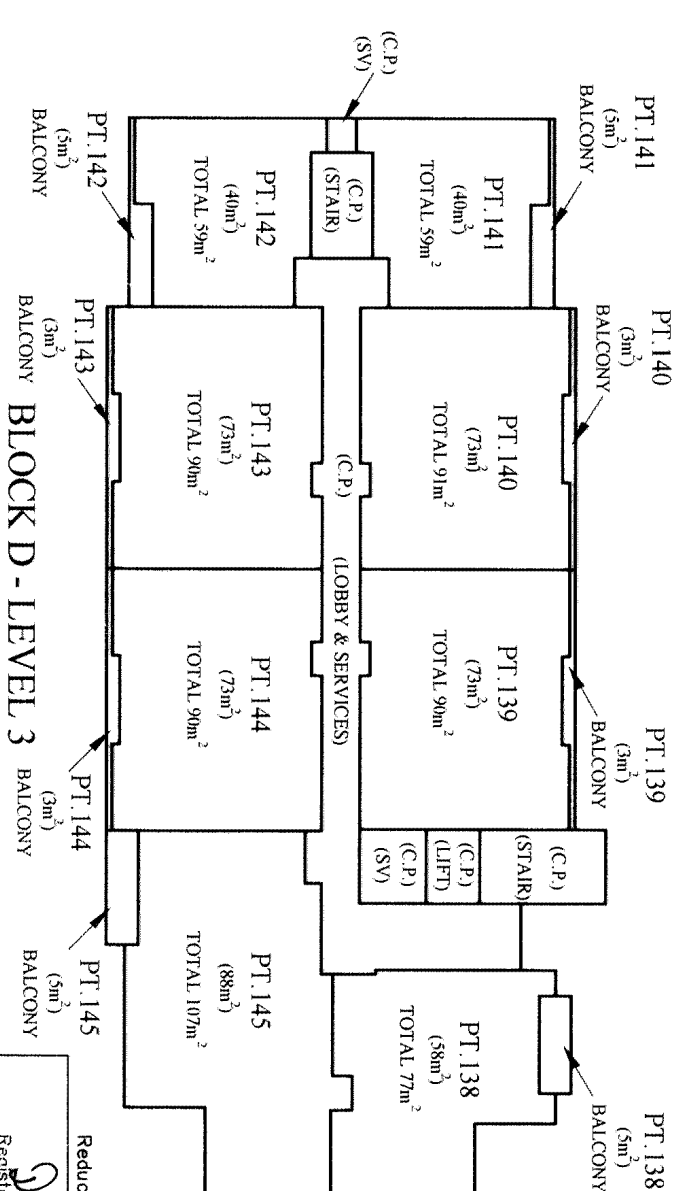


Registered Surveyor  
 SURVEYOR'S REFERENCE: 48006/1  
 Accredited Registrar-General/Manager/Accredited Certifier





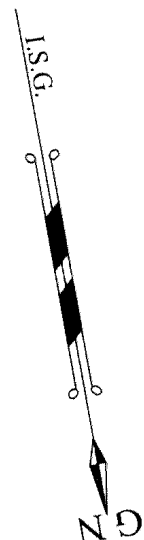
BLOCK D - LEVEL 4



BLOCK D - LEVEL 3

VOID	VOID	VOID	VOID	VOID
PT.149 (24m <sup>2</sup> )	PT.148 (24m <sup>2</sup> )	PT.147 (24m <sup>2</sup> )	PT.146 (24m <sup>2</sup> )	
PT.152 (24m <sup>2</sup> )	PT.153 (24m <sup>2</sup> )	PT.154 (24m <sup>2</sup> )	PT.155 (24m <sup>2</sup> )	
VOID	VOID	VOID	VOID	

BLOCK D - LEVEL 5



C.P. - DENOTES COMMON PROPERTY  
(SV) - DENOTES SERVICES  
THE HEIGHT OF THE BALCONIES IS RESTRICTED TO 3 ABOVE THE UPPER SURFACE OF THEIR HARD STAND FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres



Registered Surveyor

Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 48006/1

F458609

CONVEYANCING ACTS, 1919-1943.  
REAL PROPERTY ACT, 1900.

*Pass - 15/5/11  
#F 1st 1/2/11  
h. G. L. 11  
20/4/52*

**Notice of Resumption of Land subject to the provisions  
of Real Property Act, 1900.**

I, ARTHUR HERIOT SIMPSON <sup>Offica</sup> State Crown Solicitor's/ EO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the Twentysecond day of March one thousand nine hundred and fiftyone, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ARTHUR HERIOT SIMPSON HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the Twentyninth day of August, one thousand nine hundred and forty-six under his hand and official seal by THE COMMISSIONER FOR MAIN ROADS to sign this Certificate on behalf of the said Commissioner and that I have received no notice or information of the revocation of such appointment.

SCHEDULE.


Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lots 20 to 22 inc.		Balgownie Estate	Part	5373	21

Being the land delineated and edged red in the plan hereunto annexed marked "A".

**435596**

DATED this fifteenth day of May, in the year of Our Lord, one thousand nine hundred and forty-five.

SIGNED by the said  
ARTHUR HERIOT SIMPSON  
in the presence of wefones  
THE REGISTRAR GENERAL  
SYDNEY.

*A. H. Simpson*  




[Published in Government Gazette No. 48 of 22nd March, 1951.]

**TRANSPORT (DIVISION OF FUNCTIONS) ACT, 1932-1947.—MAIN ROADS ACT, 1924-1950.—PROCLAMATION.**

(L.S.) **J. NORTHCOTT, Governor.**

I, Lieutenant-General Sir JOHN NORTHCOTT, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honourable Order of the Bath, Member of the Royal Victorian Order, Governor of the State of New South Wales and its Dependencies in the Commonwealth of Australia, with the advice of the Executive Council, and by virtue of the provisions of the Transport (Division of Functions) Act, 1932-1947, and in pursuance of the provisions of the Main Roads Act, 1924-1950, do, by this my Proclamation declare that so much of the land hereunder described as is Crown land is hereby appropriated, and so much thereof as is private property is hereby resumed under the provisions of the Public Works Act, 1912, for the purposes of the Main Roads Act, 1924-1950, and that the land hereunder described is hereby vested in the Commissioner for Main Roads.

Signed and sealed at Sydney, this twenty-eighth day of February, 1951.

By His Excellency's Command,  
**W. SHEAHAN, Minister for Transport.**  
**GOD SAVE THE KING!**

**DESCRIPTION OF THE LAND REFERRED TO.**

All that piece or parcel of land situate in the City of Greater Wollongong, parish of Wooma, county of Camden, and State of New South Wales, being part of the land comprised in Certificate of Title, register volume 5373, folio 21; commencing at the intersection of the northern side of a road 25 feet wide (adjoining the northern boundary of lot 1, deposited plan 18,012, and the northern boundary of lot 8, Miscellaneous Plan of Subdivision (R.P.) 36,702) with an eastern side of Princes Highway; and bounded thence on the west by eastern sides of the said highway bearing 358 degrees 46 minutes 50 seconds 240 feet 7 1/2 inches and 358 degrees 51 minutes 30 seconds 347 feet 6 1/2 inches; thence on the north by a line bearing 89 degrees 1 minute 30 seconds 525 feet 2 1/2 inches to a western boundary of the railway from Sydney to Nowra; thence on the east by western boundaries of the said railway, being lines bearing consecutively 180 degrees 3 minutes 30 seconds 80 feet 3 3/4 inches, 179 degrees 49 minutes 50 seconds 160 feet 2 1/2 inches and 179 degrees 52 minutes 10 seconds 358 feet 6 1/2 inches to the northern boundary of lot 9, deposited plan 18,012; thence on the south by that boundary of that lot and the aforesaid northern side of a road 25 feet wide bearing 269 degrees 1 minute 30 seconds 514 feet 2 1/2 inches to the point of commencement,—having an area of 7 acres 13 1/2 perches or thereabouts, and said to be in the possession of The Sydney Steel Company Pty. Ltd.  
(D.M.R. No. 497-1,176)

*Approved by the  
Planning Dept.*

(1329)

Sydney: A. H. Pettifer, Government Printer—1951.

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness *wefones* *A. H. Simpson*

F458609

No. ....

LODGED by  
State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

NOTICE OF RESUMPTION.

*Examine deposits*

SEARCHED	INDEXED
SERIALIZED	FILED
NOV 11 1951	
FBI - SYDNEY	

7072

*As 31/11/51*  
*JK 4/12/51*  
*WK 18.1.52*  
*PD 26.1*  
*2*  
*Sm 2/12*  
*217*

Particulars entered in Register Book.

Vol. 5373 . Fol. 21

the *5<sup>th</sup>*  
day of *November* 1951  
at *12* minutes  
o'clock in the *noon*.

*J. H. Ellis*



Registrar-General.

*Office of the Registrar-General*  
Extra Folios.

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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



**AN459608T**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to make available to any person for search upon payment of a fee, if any, the information contained in the Register.

(A) **TORRENS TITLE** For the common property  
CP/SP72178

(B) <b>LODGED BY</b>	Document Collection Box <b>28A</b>	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: <b>124247U</b> SAI GLOBAL Property DX 885 SYDNEY 02 9210 0700	CODE <b>CH</b>
	Reference: <u>71856071 DARBY</u>		

(C) The Owners-Strata Plan No. 72178 certify that a special resolution was passed on 15 May 2018.

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

(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By Law 2  
Amended by-law No. NOT APPLICABLE

as fully set out below:

See Annexure "A" attached

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

(G) The seal of The Owners-Strata Plan No. 72178 was affixed on 30/5/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *Roy Christopher Darby*

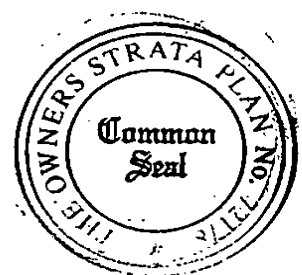
Name: Roy Christopher Darby

Authority: Strata Managing Agent

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

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

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



### Approved Form 10

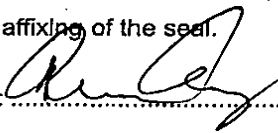
#### Certificate re Initial Period

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. 72178 was affixed on ^ 30 May 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Roy Christopher Darby Authority: Strata Managing Agent

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

^ Insert appropriate date  
\* Strike through if inapplicable.



**“A”**

**Special By Law 2 - Common Property Memorandum**

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

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"><li>(a) columns and railings</li><li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li><li>(c) balcony ceilings (including painting)</li><li>(d) security doors, other than those installed by an owner after registration of the strata plan</li><li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li><li>(f) common wall fencing, shown as a thick line on the strata plan</li><li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li><li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li><li>(i) walls of planter boxes shown by a thick line on the strata plan</li><li>(j) that part of a tree which exists within common property</li></ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"><li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner’s responsibility)</li><li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner’s responsibility)</li><li>(c) guttering</li><li>(d) membranes</li></ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"><li>(a) air conditioning systems serving more than one lot</li><li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li><li>(c) fuses and fuse board in meter room</li><li>(d) intercom handset and wiring serving more than one lot</li><li>(e) electrical wiring serving more than one lot</li><li>(f) light fittings serving more than one lot</li><li>(g) power point sockets serving more than one lot</li><li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li><li>(i) telephone, television, internet and cable wiring within common property walls</li><li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li><li>(k) lifts and lift operating systems</li></ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"><li>(a) original door lock or its subsequent replacement</li><li>(b) entrance door to a lot including all door furniture and automatic</li></ul>



	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
<b>5. Floor</b>	<p>(a) original floorboards or parquetry flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
<b>6. General</b>	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
<b>7. Parking / Garage</b>	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
<b>8. Plumbing</b>	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>

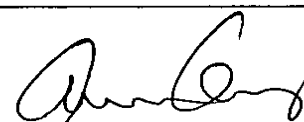




	(d) storm water and on-site detention systems below ground
<b>9. Windows</b>	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

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

<b>1. Balcony and courtyards</b>	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
<b>2. Ceiling/Roof</b>	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
<b>3. Electrical</b>	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
<b>4. Entrance door</b>	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
<b>5. Floor</b>	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<b>6. General</b>	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher



	<ul style="list-style-type: none"><li>(e) stove</li><li>(f) washing machine and clothes dryer</li><li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li><li>(h) internal doors (including door furniture)</li><li>(i) skirting boards and architraves on non-common property walls</li><li>(j) tiles and associated waterproofing affixed to non-common property walls</li><li>(k) letterbox within a lot</li><li>(l) pavers installed within the lot's boundaries</li><li>(m) ducting cover or structure covering a service that serves a single lot</li></ul>
<b>7. Parking / Garage</b>	<ul style="list-style-type: none"><li>(a) garage door remote controller</li><li>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li><li>(c) light fittings inside the lot where the light is used exclusively for the lot</li><li>(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</li></ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"><li>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li><li>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li><li>(c) sink, laundry tub and hand basin</li><li>(d) toilet bowl and cistern</li><li>(e) bath</li><li>(f) shower screen</li><li>(g) bathroom cabinet and mirror</li><li>(h) taps and any associated hardware</li></ul>
<b>9. Windows</b>	<ul style="list-style-type: none"><li>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li><li>(b) locks additional to the original (or any lock replaced by an owner)</li><li>(c) window lock keys</li></ul>



## SPECIAL BY LAW 1 - AIR CONDITIONING UNITS

That, pursuant to Special By Law 1, 3. iv) a) Powers & Duties the Owners Corporation makes the following rules with respect to the style, specifications, design and placement of the Air Conditioning Units in a lot or the common property.

1. With respect to those Lots with limited solid balconies:

- A Block – units 2, 3, 6, 7, 10, 11, 14 and 15
- B Block – units 37, 38, 41, 42, 45, 46, 49, 50, 53, 54, 57 and 58
- C Block – units 80, 81, 84, 85, 88, 89, 92, 93, 96, 97, 100 and 101
- D Block – units 123, 124, 127, 128, 131, 132, 135 and 136

any air conditioning installation must be:

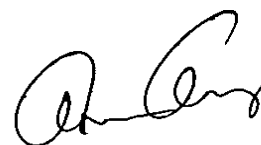
- centered and below the height of the solid balcony wall;
- ventilated by the installation of an 11 louvered metal vent, the same colour as the balcony paint work and with dimensions of 500 x 500mm installed in the centre of the balcony wall as shown in the attached photograph;
- all associated ducting be run on the inside of the balcony wall and below the balcony wall height and will be compatible (not white) with external wall colour;
- due to power loading limitations motors shall not exceed 1.5 horse power in size;
- equipment previously installed with approval pursuant to Special By-Law 1 will be exempt from these conditions;
- all other conditions of Special By Law 1 to remain.

2. With respect to those Lots with full, open railing balconies:

- A Block – units 9, 12, 13, 16, 17, 24 and 35
- B Block – units 44, 47, 48, 51, 52, 55, 56, 59, 60, 67 and 78
- C Block – units 87, 90, 91, 94, 95, 98, 99, 102, 103, 110 and 121
- D Block – units 130, 133, 134, 137, 138, 145 and 156

any air conditioning installation must be:

- to the rear left or right hand side of the balcony and not centered;
- all associated ducting be run on the inside of the balcony wall and below the balcony wall height and will be compatible (not white) with external wall colour;
- due to power loading limitations motors shall not exceed 1.5 horse power in size;
- equipment previously installed with approval pursuant to Special By-Law 1 will be exempt from these conditions;
- all other conditions of Special By Law 1 to remain.



## **STRATA PLAN 72178**

### **ANNEXURE**

**SPECIALLY RESOLVED** that the owners - Strata Plan No. 72178 pursuant to Section 47 of the Strata Schemes Management Act 1996 to make an additional by-law in the following terms:

#### **SPECIAL BY-LAW NO. 1**

#### **POWER TO INSTALL AIR CONDITIONING UNITS**

##### **1. DEFINITIONS**

i) The following term is defined to mean:

**"Air Conditioning Unit"** means an air conditioning system for the purpose of cooling and heating, including (but not limited to) all ancillary structures, piping and ducting.

**"Community Association"** means the community association DP270162.

ii) 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 works are attributed under that Act.

##### **2. SCOPE OF BY-LAW**

iii) An owner must not install or attach an Air Conditioning Unit to their lot or the common property except in accordance with this by-law.

##### **3. POWERS & DUTIES**

iv) The Owners Corporation shall have the following additional powers, authorities, duties and functions:

- a) the power to decide from time to time on the style, specifications, design and placement of the Air Conditioning Units in a lot or the common property;
- b) the power to enter onto any part of the parcel to inspect an Air Conditioning Unit;
- c) the power to remove any Air Conditioning Unit installed or attached in breach of this by-law; and
- d) the power to recover the costs of removing an Air Conditioning Unit installed or attached in breach of this by-law from the defaulting owner.

##### **4. OWNERS OBLIGATIONS**

v) An owner must not install or attach an Air Conditioning Unit to their lot or the common property without the prior written consent of the Owners Corporation or its Executive Committee and the Community Association DP270162.

##### **Maintenance**

- vi) Owners must properly maintain and keep the common property to which the Air Conditioning Unit is attached in a state of good and serviceable repair.
- vii) Owners must properly maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and must replace the Air Conditioning Unit as required from time to time.



**Cost of Air Conditioning Unit**

- viii) The installation, maintenance, repair and replacement of an Air Conditioning Unit will be at the cost of the owners.

**Owner's Fixtures**

- ix) The Air Conditioning Unit will remain the owner's fixture.

**Liability**

- x) Owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of an Air Conditioning Unit to the common property and will make good that damage immediately after it has occurred.

**Indemnity**

- xi) Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of installing an Air Conditioning Unit on the common property including liability under section 65(6) in respect of any property of the owners.

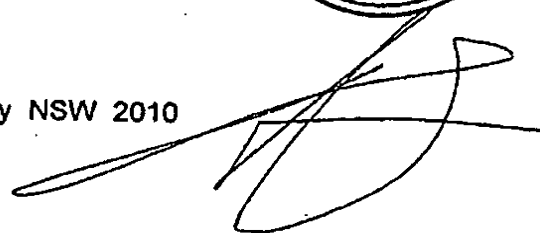
The Common Seal of the Owners S.P. 72178 was hereunto affixed on 25 August 2005 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)

Signature of witness:



Name(s): Lousia Dang, Level 5, 162 Goulburn St, Sydney NSW 2010



## **STRATA PLAN 72178**

### **ANNEXURE**

**SPECIALLY RESOLVED** that the owners - Strata Plan No. 72178 pursuant to **Section 47** of the **Strata Schemes Management Act 1996** to make an additional by-law in the following terms:

#### **SPECIAL BY-LAW No. 1**

#### **POWER TO INSTALL AIR CONDITIONING UNITS**

##### **1. DEFINITIONS**

i) The following term is defined to mean:

**"Air Conditioning Unit"** means an air conditioning system for the purpose of cooling and heating, including (but not limited to) all ancillary structures, piping and ducting.

**"Community Association"** means the community association DP270162.

ii) 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 works are attributed under that Act.

##### **2. SCOPE OF BY-LAW**

iii) An owner must not install or attach an Air Conditioning Unit to their lot or the common property except in accordance with this by-law.

##### **3. POWERS & DUTIES**

iv) The Owners Corporation shall have the following additional powers, authorities, duties and functions:

- a) the power to decide from time to time on the style, specifications, design and placement of the Air Conditioning Units in a lot or the common property;
- b) the power to enter onto any part of the parcel to inspect an Air Conditioning Unit;
- c) the power to remove any Air Conditioning Unit installed or attached in breach of this by-law; and
- d) the power to recover the costs of removing an Air Conditioning Unit installed or attached in breach of this by-law from the defaulting owner.

##### **4. OWNERS OBLIGATIONS**

v) An owner must not install or attach an Air Conditioning Unit to their lot or the common property without the prior written consent of the Owners Corporation or its Executive Committee and the Community Association DP270162.

##### **Maintenance**

- vi) Owners must properly maintain and keep the common property to which the Air Conditioning Unit is attached in a state of good and serviceable repair.
- vii) Owners must properly maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and must replace the Air Conditioning Unit as required from time to time.



### Cost of Air Conditioning Unit

- viii) The installation, maintenance, repair and replacement of an Air Conditioning Unit will be at the cost of the owners.

### Owner's Fixtures

- ix) The Air Conditioning Unit will remain the owner's fixture.

### Liability

- x) Owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of an Air Conditioning Unit to the common property and will make good that damage immediately after it has occurred.

### Indemnity

- xi) Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of installing an Air Conditioning Unit on the common property including liability under section 65(6) in respect of any property of the owners.

The Common Seal of the Owners S.P. 72178 was hereunto affixed on 25 August 2005 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)



Signature of witness:

Name(s): Lousia Dang, Level 5, 162 Goulburn St, Sydney NSW 2010

# By-Laws for the Northgate Apartments

## Instrument setting out terms of by-laws to be created on registration of the strata plan

### Warning

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### Contents

1 Dictionary	2
2 The community management statement	3
3 Your behaviour	3
4 You are responsible for others	4
5 Your lot	4
6 Floor coverings in your lot	5
7 How to dispose of your garbage	5
8 Terraces and balconies	6
9 Keeping an animal	6
10 Using the pools	6
11 Moving furniture and goods through the building	7
12 Parking on common property	7
13 Doing building works in Northgate Apartments	7
14 Damage to common property	8
15 Insurance premiums	9
16 Security at Northgate Apartments	9
17 Restricting access to common property	10
18 Security keys	10
19 Fire control	10
20 Rules	11
21 Consents by the Owners Corporation	11
22 Rights of the Owners Corporation if you do not comply with by-laws	11
23 Applications and complaints	11

SP72178

5219912\_1 Gateway Apartments By-Laws





SP72178

Sheet 2 of 12 sheets

**By-laws**

**1 Dictionary**

**1.1 In the by-laws:**

**Act** is the Strata Schemes Management Act 1996.

**Community Association** is Community Association for Northgate Centre.

**community management statement** is the management statement of the Community Association.

**Developer** means Ousley Pty Limited. **Government Agency** is a governmental or semi-governmental administrative, fiscal or judicial department or entity.

**lot** is a lot in Northgate Apartments.

**Northgate Apartments** is the strata scheme created by strata plan [##].

**Northgate Centre** is community scheme 270162.

**owner** is:

- (a) the owner for the time in a lot in Northgate Apartments; and
- (b) if a lot is subdivided or resubdivided, the owner for the time being of the new lots.

**Owners Corporation** is the owners corporation created on registration of the strata plan accompanying these by-laws.

**person** includes an individual, a firm, a body corporate, an incorporated association or an authority.

**security key** is a key, magnetic card or other device or information used in Northgate Apartments to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

**Strata Manager** is:

- (a) the person appointed by the Owners Corporation as its strata managing agent; or
- (b) if there is no Strata Manager, the secretary of the Owners Corporation.

**third party** may be a person who is not an owner.

**you** is an owner, occupier or mortgagee in possession of a lot in Northgate Apartments.

- 1.2 Words that this by-law does not explain have the same meaning as they do in the Act.



- 1.3 A reference to:
- (a) a thing includes the whole or each part of it;
  - (b) a document includes any variation or replacement of it;
  - (c) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
  - (d) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.
- 1.4 The singular includes the plural and vice versa.
- 1.5 Headings do not affect the interpretation of the by-laws.

## **2 The community management statement**

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- 2.1 The community management statement is an essential document for the management and operation of Northgate Apartments and the Northgate Centre. It contains rules (in addition to these by-laws) that you and the Owners Corporation must comply with including, but not limited to:
- (a) keeping flammable materials;
  - (b) changing the appearance of your lot; and
  - (c) parking.
- 2.2 You must comply on time and at your cost with your obligations under the community management statement and the by-laws.
- 2.3 The Owners Corporation must comply on time and at its cost with its obligations under the community management statement and the by-laws.
- 2.4 Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the community management statement.
- 2.5 Wherever necessary, you must obtain consents under the community management statement even if you have already obtained consent under the by-laws.

## **3 Your behaviour**

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- 3.1 You must not:
- (a) make noise or behave in a way that might interfere with another owner or occupier or their visitors;



SP72178

Sheet 4 of 12 sheets

- (b) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
  - (c) smoke cigarettes, cigars or pipes while you are on common property or allow smoke from them to enter common property;
  - (d) obstruct a person's legal use of common property;
  - (e) do anything that might damage the good reputation of Northgate Apartments; or
  - (f) do anything in Northgate Apartments that is illegal.
- 3.2 You must be adequately clothed when you are on common property.
- 3.3 You must not allow children in your care to:
- (a) play on common property inside the Northgate Apartments building (eg common property corridors or stairways); or
  - (b) unless an adult exercising effective control is with them, be in an area of common property that is dangerous for children (eg the carpark).

#### **4 You are responsible for others**

- 4.1 You must:
- (a) make sure your visitors comply with the by-laws;
  - (b) make your visitors leave Northgate Apartments if they do not comply;
  - (c) take reasonable care about who you invite into Northgate Apartments; and
  - (d) accompany your visitors at all times, except when they are entering and leaving Northgate Apartments.
- 4.2 If you lease or licence your lot, you must make sure that your tenant or licensee and their visitors comply with the by-laws. You must take all action available to you, including action under the lease or licence agreement, to make them comply or leave Northgate Apartments.
- 4.3 You must not allow another person to do anything that you cannot do under the by-laws.

#### **5 Your lot**

- 5.1 You must:
- (a) keep your lot clean, tidy and in good repair and condition;



# SP72178

Sheet 5 of 12 sheets

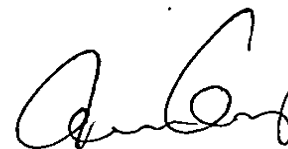
- (b) clean the glass in the windows and doors of your lot, even if they are common property. You do not have to clean windows and doors that you cannot access safely;
  - (c) properly maintain and replace an installation or alteration made under the by-laws that services your lot whether or not you made the installation or alteration; and
  - (d) at your expense, comply with all laws about your lot including, without limitation, requirements of Wollongong City Council and Government Agencies.
- 5.2 You must comply with the by-laws in the community management statement about the appearance of your lot. In particular, you must comply with by-law 9.4 in the community management statement about:
- (a) the colour and design of window coverings in your lot;
  - (b) what you may keep on the balcony or terrace of your lot; and
  - (c) where you may not hang washing.
- 5.3 You must not:
- (a) operate electronic equipment or a device which interferes with domestic appliances; or
  - (b) install or operate an intruder alarm with an audible signal.

## 6 Floor coverings in your lot

- 6.1 An owner must keep floors in their lot covered or treated to stop the transmission of noise that might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, laundry or lavatory of the lot.
- 6.2 An occupier must not remove or interfere with floor coverings or treatments in their lot that help to stop the transmission of noise that might unreasonably disturb another owner or occupier.

## 7 How to dispose of your garbage

- 7.1 You must:
- (a) drain and securely wrap all your household garbage and put it in the garbage chute on your level of the building;
  - (b) leave your other garbage in the area designated by the Owners Corporation in the garbage chute room on your level of the building;



**SP72178**

*Sheet 6 of 12 sheets*

- (c) recycle your garbage according to the Owners Corporation's or Wollongong City Council's instructions;
- (d) drain and clean bottles and make sure they are not broken; and
- (e) contact the Strata Manager to remove large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment.

**7.2 You must not:**

- (a) leave garbage on common property or in a garbage chute room except in the areas designated by the Owners Corporation;
- (b) put bottles or glass in the garbage chute;
- (c) put liquids in the garbage chute;
- (d) put items that weigh more than 2.5 kilograms in the garbage chute; or
- (e) put boxes or large items in the garbage chute that might block it.

**8 Terraces and balconies**

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The Owners Corporation may require you, at your cost, to remove items from your terrace or balcony and replace them so that the Owners Corporation may inspect or repair common property.

**9 Keeping an animal**

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- 9.1 You cannot keep an animal in Northgate Apartments unless it is a guide dog or hearing dog and you are visually or hearing impaired.
- 9.2 You must not allow your visitors to bring animals into Northgate Apartments unless they are guide dogs or hearing dogs.

**10 Using the pools**

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- 10.1 You and your visitors may use the common property pools. You must accompany your visitors when they use the pools.
- 10.2 You may use the pools during the hours nominated by the Owners Corporation.
- 10.3 You must make sure that an adult exercising effective control accompanies children under 12 who are in your care when the children use the pools.
- 10.4 You must not:



**SP72178**

*Sheet 7 of 12 sheets*

- (a) bring glass objects, drinking glasses or sharp objects into the pools or their surrounds;
- (b) run, play, be noisy or do anything that might be dangerous in the pools or their surrounds;
- (c) bring food or drink into the pools and their surrounds unless you have consent from the Owners Corporation;
- (d) hold parties or other functions in the pool or its surrounds unless you have consent from the Owners Corporation; or
- (e) interfere with, operate or adjust pool equipment without consent from the Owners Corporation.

## **11 Moving furniture and goods through the building**

### **11.1 You must:**

- (a) make arrangements with the Strata Manager at least 48 hours before you move furniture or goods through the building;
- (b) move furniture and goods through the building according to the Strata Manager's instructions;
- (c) comply with the Strata Manager's reasonable requirements;
- (d) take reasonable precautions to ensure that you do not damage common property and, in particular, the common property lifts; and
- (e) if you use the common property lifts to move furniture or goods through the building, fit protective coverings to the lift walls.

**11.2** You must immediately repair any damage you (or your agents or servants) cause to common property or the property of another owner or occupier while you are moving into Northgate Apartments.

## **12 Parking on common property**

You must have consent from the Owners Corporation to park or stand a vehicle on common property.

## **13 Doing building works in Northgate Apartments**

### **13.1 You must comply with this by-law if you want to:**

- (a) do building work in Northgate Apartments;
- (b) do work to services in Northgate Apartments; or



**SP72178**

*Sheet 8 of 12 sheets*

- (c) alter the structure of your lot.
- 13.2 If you want to change the external appearance of your lot, you must have the Community Association's consent under by-law 9 of the community management statement.
- 13.3 Before you do the work or alteration, you must:
  - (a) get the necessary consents from the Community Association, the Owners Corporation and Government Agencies before you do the work;
  - (b) if the work or alteration affects common property, get consent from the Owners Corporation unless the alteration is minor and by-law 13.4 applies;
  - (c) if you do not need consent to do the work or alteration, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the work or alteration; and
  - (d) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation.
- 13.4 If you do building works or alterations in Northgate Apartments, you must:
  - (a) before you do the work, find out from the Strata Manager where service lines and pipes are located;
  - (b) not damage service lines or pipes or interrupt services;
  - (c) do the work in a proper manner and to the reasonable satisfaction of the Owners Corporation, Government Agencies and, where appropriate, the Community Association;
  - (d) repair any damage you cause to common property or the property of another owner or occupier.
- 13.5 You may do minor work or make minor alterations to the interior of common property structures enclosing your lot (eg hang pictures or attach items to common property walls or put nails into them).
- 13.6 You must not remove or alter a structural wall.

## **14 Damage to common property**

- 14.1 You must:
  - (a) use common property equipment only for its intended purpose;
  - (b) immediately notify the Owners Corporation if you know about damage to or a defect in common property; and



**SP72178**

Sheet 9 of 12 sheets

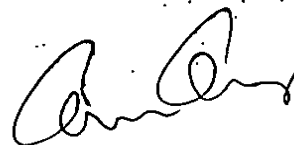
- (c) compensate the Owners Corporation for any damage to common property caused by you or your visitors.
- 14.2 You must have consent from the Owners Corporation to:
- (a) interfere with or damage common property or the Owners Corporation's personal property;
  - (b) use common property as your own garden;
  - (c) remove equipment or other articles from common property; or
  - (d) interfere with the operation of common property equipment.
- 14.3 You must not bring heavy items into Northgate Apartments that might cause structural damage to the building.

## **15 Insurance premiums**

- 15.1 You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.
- 15.2 If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for increased premiums.

## **16 Security at Northgate Apartments**

- 16.1 The Owners Corporation must take reasonable steps to:
- (a) stop intruders coming into Northgate Apartments; and
  - (b) prevent fires and other hazards.
- 16.2 The Owners Corporation may install and operate in common property audio visual security cameras and other audio visual surveillance equipment for the security of Northgate Apartments.
- 16.3 You must not:
- (a) interfere with security cameras or surveillance equipment; or
  - (b) do anything that might prejudice the security or safety of Northgate Apartments.
- 16.4 You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.





SP72178

Sheet 10 of 12 sheets

## **17 Restricting access to common property**

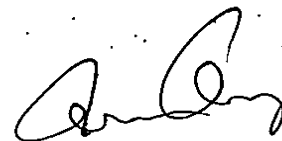
- 17.1 The Owners Corporation may:
- (a) close off or restrict by security keys access to parts of common property that do not give access to a lot;
  - (b) restrict access to recreational facilities; and
  - (c) restrict by security keys your access to levels in the building where you do not own or occupy a lot.
- 17.2 The Owners Corporation may close off or restrict access to common property facilities if this will help to control and administer those facilities.

## **18 Security keys**

- 18.1 If the Owners Corporation restricts access to parts of common property, the Owners Corporation may give you a security key. The Owners Corporation may charge you a fee or bond if you want extra or replacement security keys.
- 18.2 You must:
- (a) take all reasonable steps not to lose security keys;
  - (b) return security keys to the Owners Corporation if you do not need them or if you move out of the building; and
  - (c) notify the Strata Manager immediately if you lose security keys.
- 18.3 If you lease or licence your lot, you must include a requirement in the lease or licence that the occupier must return security keys to the Strata Manager when they move out of Northgate Apartments.
- 18.4 You must not:
- (a) copy a security key; or
  - (b) give security keys to someone who is not an owner or occupier.
- 18.5 Security keys belong to the Owners Corporation.

## **19 Fire control**

- 19.1 You and the Owners Corporation must comply with laws about fire control.
- 19.2 You must not:



SP72178

Sheet 11 of 12 sheets

- (a) interfere with fire safety equipment; or
- (b) obstruct fire stairs or fire escapes.

## 20 Rules

---

- 20.1 The Owners Corporation may make rules about the security, control, management, operation, use and enjoyment of Northgate Apartments and recreational facilities.
- 20.2 The Owners Corporation may add to or change the rules at any time.
- 20.3 You must comply with the rules.

## 21 Consents by the Owners Corporation

---

- 21.1 The Owners Corporation may make conditions when it gives you consent to do things under the by-laws. You must comply with the conditions.
- 21.2 The Owners Corporation may revoke its consent if this is practicable.

## 22 Rights of the Owners Corporation if you do not comply with by-laws

---

- 22.1 The Owners Corporation may do anything on your lot that you should have done under the by-laws but which you have not done or have not done properly.
- 22.2 The Owners Corporation must give you a written notice specifying when it will enter your lot to do the work. You must:
  - (a) give the Owners Corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and
  - (b) pay the Owners Corporation for its costs for doing the work.
- 22.3 The Owners Corporation may recover any money you owe it under the by-laws as a debt.
- 22.4 The Owners Corporation's powers under this by-law are in addition to those that it has under the Strata Schemes Management Act 1996.

## 23 Applications and complaints

---

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.



## 24 Staged Development

### Two Stages

- 24.1 The developer will construct and develop Northgate Apartments in two stages. The first stage will be completed when the by-laws are registered. The developer will subdivide lot 79 to create the second stage.
- 24.2 The rights of the developer to subdivide lot 79 and carry out the development and construction works in the second stage are contained in the strata development contract. Despite any other provision in the by-laws, the by-laws do not limit or otherwise affect the rights of the developer under the strata development contract to carry out development and construction works in Northgate Apartments.

## Execution

THE COMMON SEAL of OUSLEY PTY LIMITED (ACN 073 191 992) is affixed in accordance with its articles of association in the presence of:



*[Handwritten Signature]*  
Signature of authorised person

*[Handwritten Signature]*  
Signature of authorised person

*DIRECTOR*  
Office held

*DIRECTOR*  
Office held

*John Simpson*  
Name of authorised person (block letters)

*ROY F O BRIEN*  
Name of authorised person (block letters)

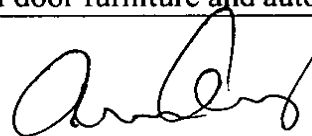
SP72178

*[Handwritten Signature]*

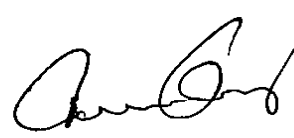
## Special By Law 2 - Common Property Memorandum

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

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"><li>(a) columns and railings</li><li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li><li>(c) balcony ceilings (including painting)</li><li>(d) security doors, other than those installed by an owner after registration of the strata plan</li><li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li><li>(f) common wall fencing, shown as a thick line on the strata plan</li><li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li><li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li><li>(i) walls of planter boxes shown by a thick line on the strata plan</li><li>(j) that part of a tree which exists within common property</li></ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"><li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</li><li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</li><li>(c) guttering</li><li>(d) membranes</li></ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"><li>(a) air conditioning systems serving more than one lot</li><li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li><li>(c) fuses and fuse board in meter room</li><li>(d) intercom handset and wiring serving more than one lot</li><li>(e) electrical wiring serving more than one lot</li><li>(f) light fittings serving more than one lot</li><li>(g) power point sockets serving more than one lot</li><li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li><li>(i) telephone, television, internet and cable wiring within common property walls</li><li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li><li>(k) lifts and lift operating systems</li></ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"><li>(a) original door lock or its subsequent replacement</li><li>(b) entrance door to a lot including all door furniture and automatic</li></ul>



	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
<b>5. Floor</b>	<p>(a) original floorboards or parquetry flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
<b>6. General</b>	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
<b>7. Parking / Garage</b>	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
<b>8. Plumbing</b>	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>



	(d) storm water and on-site detention systems below ground
<b>9. Windows</b>	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

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

<b>1. Balcony and courtyards</b>	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
<b>2. Ceiling/Roof</b>	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
<b>3. Electrical</b>	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
<b>4. Entrance door</b>	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
<b>5. Floor</b>	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<b>6. General</b>	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher

	<ul style="list-style-type: none"><li>(e) stove</li><li>(f) washing machine and clothes dryer</li><li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li><li>(h) internal doors (including door furniture)</li><li>(i) skirting boards and architraves on non-common property walls</li><li>(j) tiles and associated waterproofing affixed to non-common property walls</li><li>(k) letterbox within a lot</li><li>(l) pavers installed within the lot's boundaries</li><li>(m) ducting cover or structure covering a service that serves a single lot</li></ul>
<b>7. Parking / Garage</b>	<ul style="list-style-type: none"><li>(a) garage door remote controller</li><li>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li><li>(c) light fittings inside the lot where the light is used exclusively for the lot</li><li>(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</li></ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"><li>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li><li>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li><li>(c) sink, laundry tub and hand basin</li><li>(d) toilet bowl and cistern</li><li>(e) bath</li><li>(f) shower screen</li><li>(g) bathroom cabinet and mirror</li><li>(h) taps and any associated hardware</li></ul>
<b>9. Windows</b>	<ul style="list-style-type: none"><li>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li><li>(b) locks additional to the original (or any lock replaced by an owner)</li><li>(c) window lock keys</li></ul>





FOLIO: 1/270162

SEARCH DATE	TIME	EDITION NO	DATE
14/1/2025	9:57 AM	3	15/6/2018

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270162  
AT FAIRY MEADOW  
LOCAL GOVERNMENT AREA WOLLONGONG  
PARISH OF WOONONA COUNTY OF CAMDEN  
TITLE DIAGRAM DP270162

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270162  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- DYNAMIC PROPERTY SERVICES PTY LTD  
LEVEL 25, 66 GOULBURN ST  
SYDNEY 2000

SECOND SCHEDULE (6 NOTIFICATIONS)

- ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN 5519239 AMENDMENT TO MANAGEMENT STATEMENT - BY-LAW 12 HAS BEEN CHANGED. SEE ANNEXURE "A" OF THE MANAGEMENT STATEMENT
- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- F458609 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP270162 DRAINAGE EASEMENT 3.5 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP270162 DRAINAGE EASEMENT 3.5 WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP270162 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

SP72178 NOTE: REGISTERED 13.2.2004 SUBDIVIDES LOT 9 INTO LOTS 1-79 AND COMMON PROPERTY IN SP72178

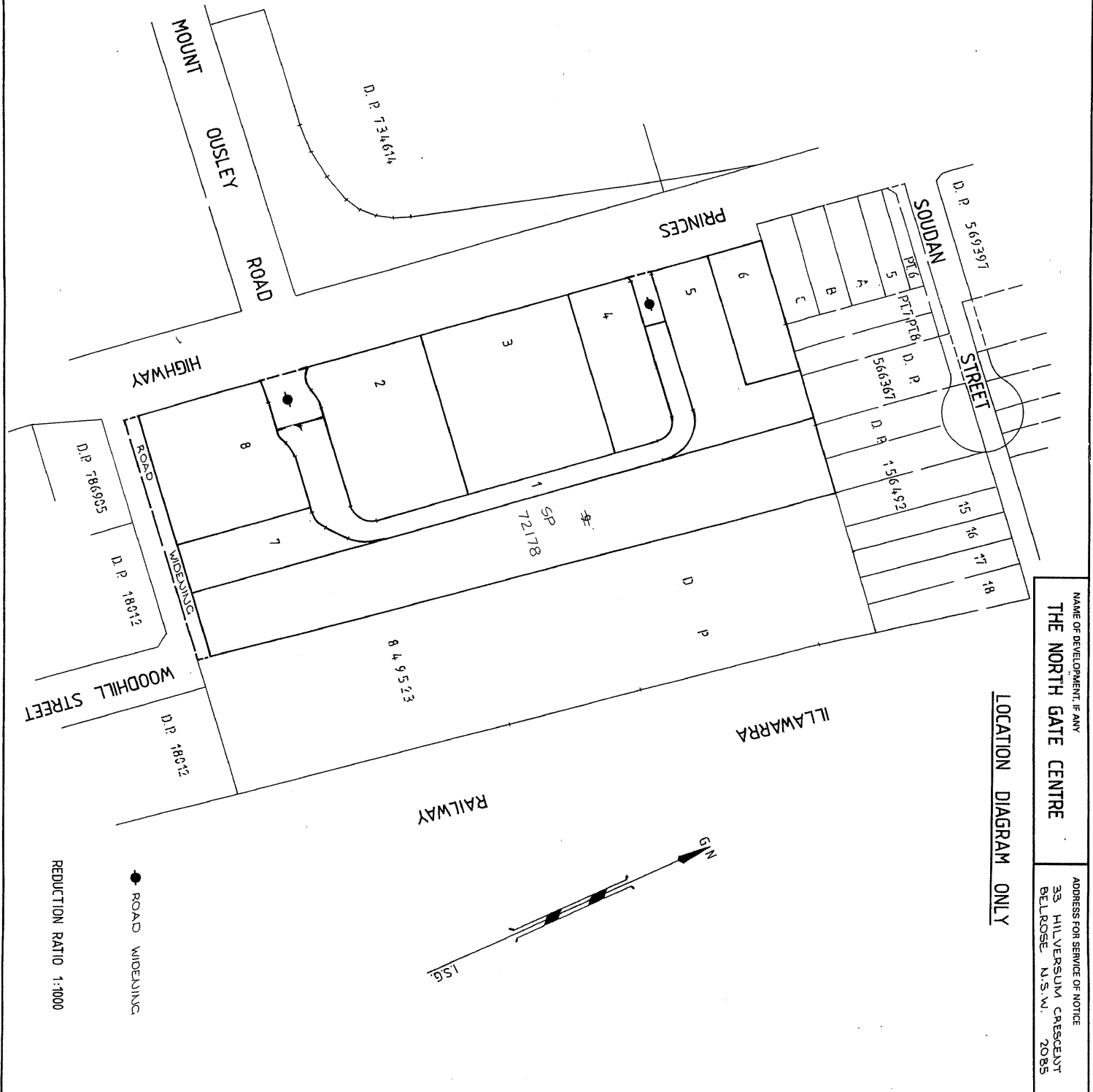
UNREGISTERED DEALINGS: NIL

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



TOS 4

SURVEYOR'S REFERENCE: L3163



NAME OF DEVELOPMENT, IF ANY  
**THE NORTH GATE CENTRE**

ADDRESS FOR SERVICE OF NOTICE  
 33, HILL VERSUMI CRESCENT  
 BELROSE, N.S.W. 2085

**LOCATION DIAGRAM ONLY**

**COMMUNITY PLAN**  
 SHEET 1 OF 5 SHEETS

DP270162

For reference to additional sheets see schedule below

Registered: 4.6.1998.

This sheet is being continually updated to show the current status of the development. For details of such updates and additional and replacement sheets added see schedule below.

Council's Approval No. **G551**  
 Date: **8.5.98**

Surveyor's Signature:

Date: **21.1.1998**

SCHEDULE OF CHANGES TO THE SCHEME		
Lot No.	Details	Sheet No.
9	SP72178	

<p>REDUCTION RATIO 1:1000</p> <p>● ROAD WIDENING</p>		
--	--	--

PLAN FORM 2



SIGNATURE AND SEALS ONLY

DIRECTOR  
DIRECTOR

Encompass Drafting Corporation  
Attn: DP 457/141  
The Mortgagee under Mortgage  
No. 326/1992 - 1992/97  
CONVEYANCE TO THE PUBLIC  
Office of the Registrar-General  
Level 11, 111 Market Street  
Sydney, NSW 2000

Encompass Drafting Corporation  
Attn: DP 457/141  
The Mortgagee under Mortgage  
No. 326/1992 - 1992/97  
CONVEYANCE TO THE PUBLIC  
Office of the Registrar-General  
Level 11, 111 Market Street  
Sydney, NSW 2000

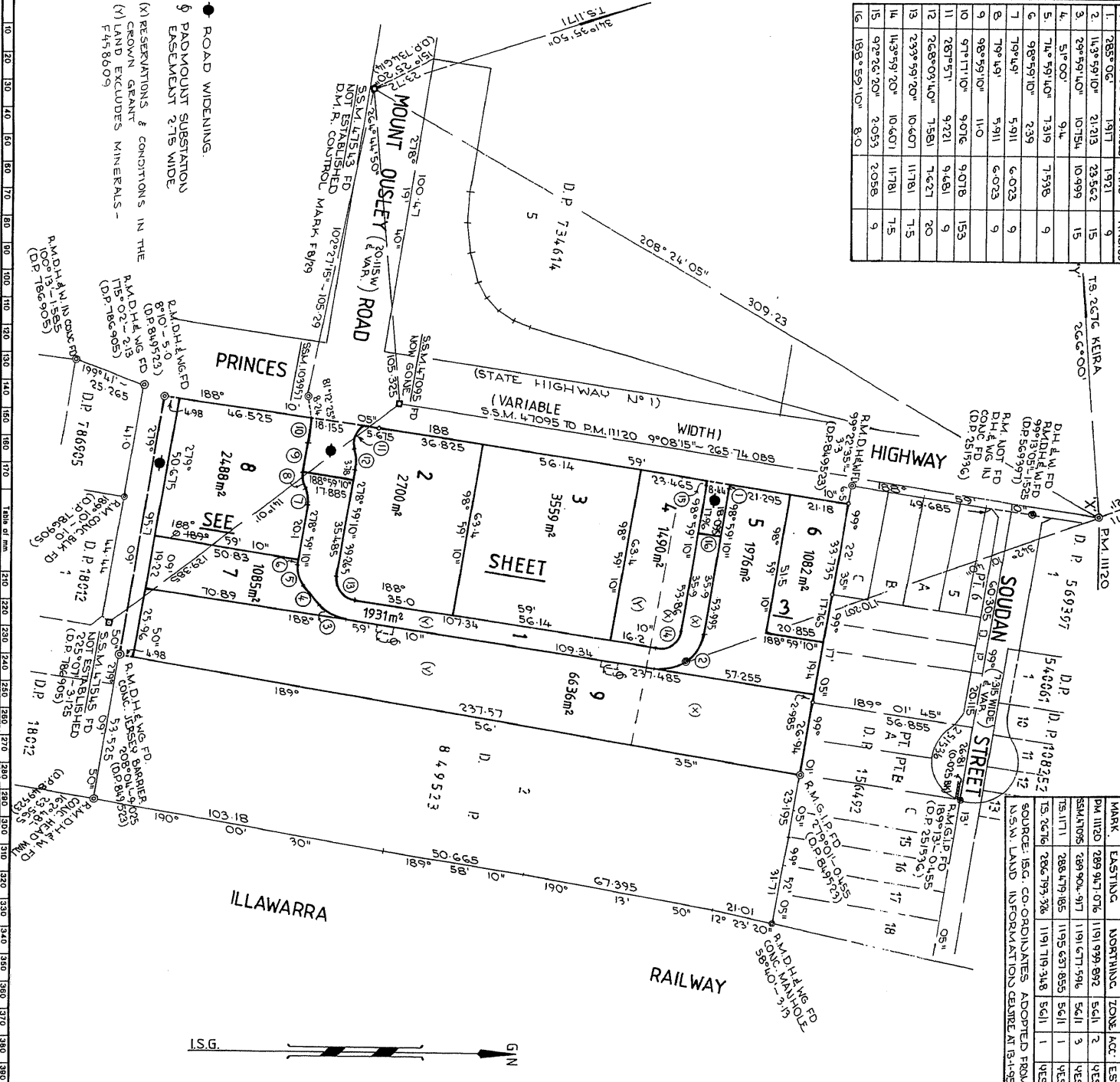
Crown Lands Office Approval

Council Certificate

I hereby certify that -  
(a) the requirements of the Local Government Act, 1988 (other than  
the requirements for the regulation of plans; and  
(b) the requirements of Part 3 Division 2 of the Water Board Act 1987,  
Act 1987, Section 7 of the Water Board Board (Incorporated)  
have been complied with by the applicant in relation to the  
proposed SUBDIVISION  
of the land described in the instrument of title, and that the  
proposed SUBDIVISION  
is in accordance with the provisions of the relevant Act.  
Signed: 8-5-98 R.L.  
Crown Lands File No. P75601/17892  
Department of Environment and Heritage  
Sydney, NSW 2000

No	BEARING	DISTANCE	ARC	RADIUS
1	285° 06'	1971	1521	9
2	143° 59' 10"	2123	23522	15
3	29° 59' 10"	10754	10999	15
4	51° 00'	974		
5	714° 59' 10"	7319	7598	9
6	98° 59' 10"	239	6023	9
7	79° 49'	5911	6023	9
8	79° 49'	5911	6023	9
9	98° 59' 10"	110	6023	9
10	97° 11' 10"	9076	9076	153
11	267° 51'	9221	9481	9
12	268° 03' 10"	7581	76271	20
13	239° 59' 20"	10607	11781	7.5
14	143° 59' 20"	10607	11781	7.5
15	92° 26' 20"	2053	2058	9
16	188° 59' 10"	80		

DETAIL PLAN



Plan Drawing only to appear in this space

OFFICE USE ONLY

COMMUNITY PLAN  
DP 270162

Registered: 4.6.1998.  
CA. N 651 OF 8.5.1998.

Title System: TORRENS  
Purpose: SUBDIVISION  
Rel. Map: W 82.8 - 92.8 #

Last Plan: DP 849523  
PLAN OF SUBDIVISION OF LOT 1 IN  
D.P. 849523

LGA: WOLLONGONG  
Suburb/locality: FAIRY MEADOW  
Parish: WOODNDA  
County: CAMDEN

This is sheet 2 of my plan in  
(where it is applicable) 5 sheets

Survey Certificate (Surveyor General) Regulation 1995  
1. DAVID AAN JOLLE  
MASTERS & ASSOCIATES PTY LTD  
of LLC, CORNMARK ST, WOLLONGONG  
a company registered under the Companies Act 1988 (New South Wales)  
and authorised to practice as a surveyor under the Survey Act 1980 (New South  
Wales) (Surveyor General) Regulation 1995  
and was completed on 21.11.1998.  
This survey relates to -

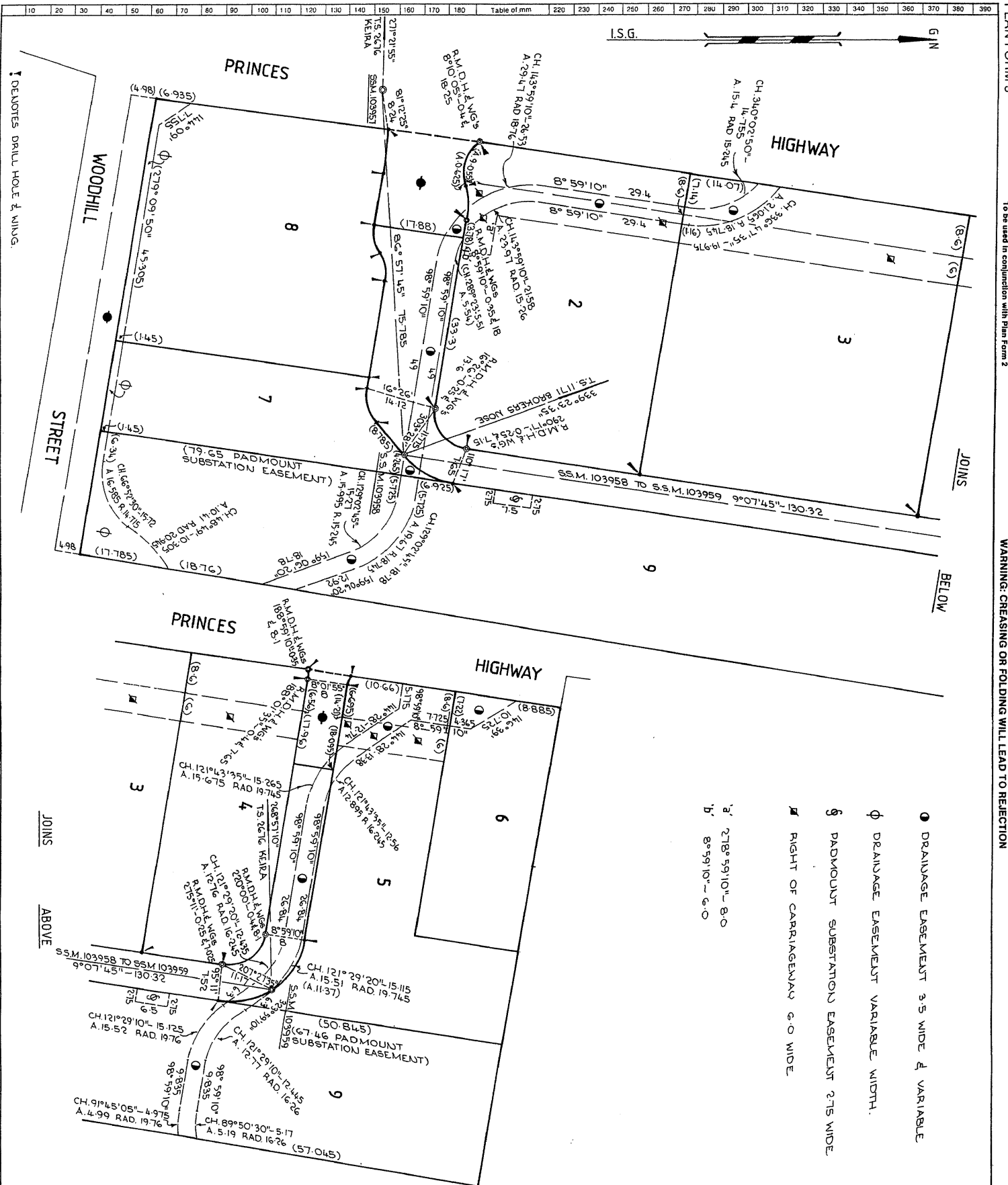
Plans used in preparation of survey/completion  
DP 849523 DP 186905 DP 186912  
DP 734614 DP 154221 DP 154692  
DP 566367 DP 251536 DP 569397

PANEL FOR USE ONLY for the attainment of intention to  
dedicate public roads, to create public reserves, fringe  
reserves, easements, restrictions on the use of land or  
positive covenants.

PURSUANT TO SECTION 86B  
OF THE CONVEYANCING ACT,  
1919, IT IS INTENDED TO CREATE  
1) DRAINAGE EASEMENT 3-5  
WIDE & VARIABLE  
2) DRAINAGE EASEMENT  
VARIABLE WIDTH,  
3) PADMOUNT SUBSTATION  
EASEMENT 2.75 WIDE  
4) RIGHT OF CARRIAGEWAY & WIDE  
5) RESTRICTION AS TO USE  
6) RESTRICTION AS TO USE  
7) IT IS INTENDED TO DEDICATE  
THE LAND MARKED ROAD  
WIDENING TO THE PUBLIC  
AS ROAD.

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Scale of 1:1000  
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



- DRAINAGE EASEMENT 3.5 WIDE & VARIABLE
  - φ DRAINAGE EASEMENT VARIABLE WIDTH.
  - § PADMOUNT SUBSTATION EASEMENT 2.75 WIDE
  - ▣ RIGHT OF CARRIAGEWAY 6.0 WIDE
- a' 27°08'59"10" - 6.0  
 b' 8°59'10" - 6.0

DP 270162

Registered: 4.6.1998.

This is sheet 3 of my plan of 5 sheets dated 24.11.1998

*Dr. M. J. ...*

Surveyor registered under Surveyors Act 1928  
 This is plan 3 of my plan of 5 sheets dated 24.11.1998  
 and covered by my Certificate No. of 8-5-98

*Dr. M. J. ...*  
 Authorized Person

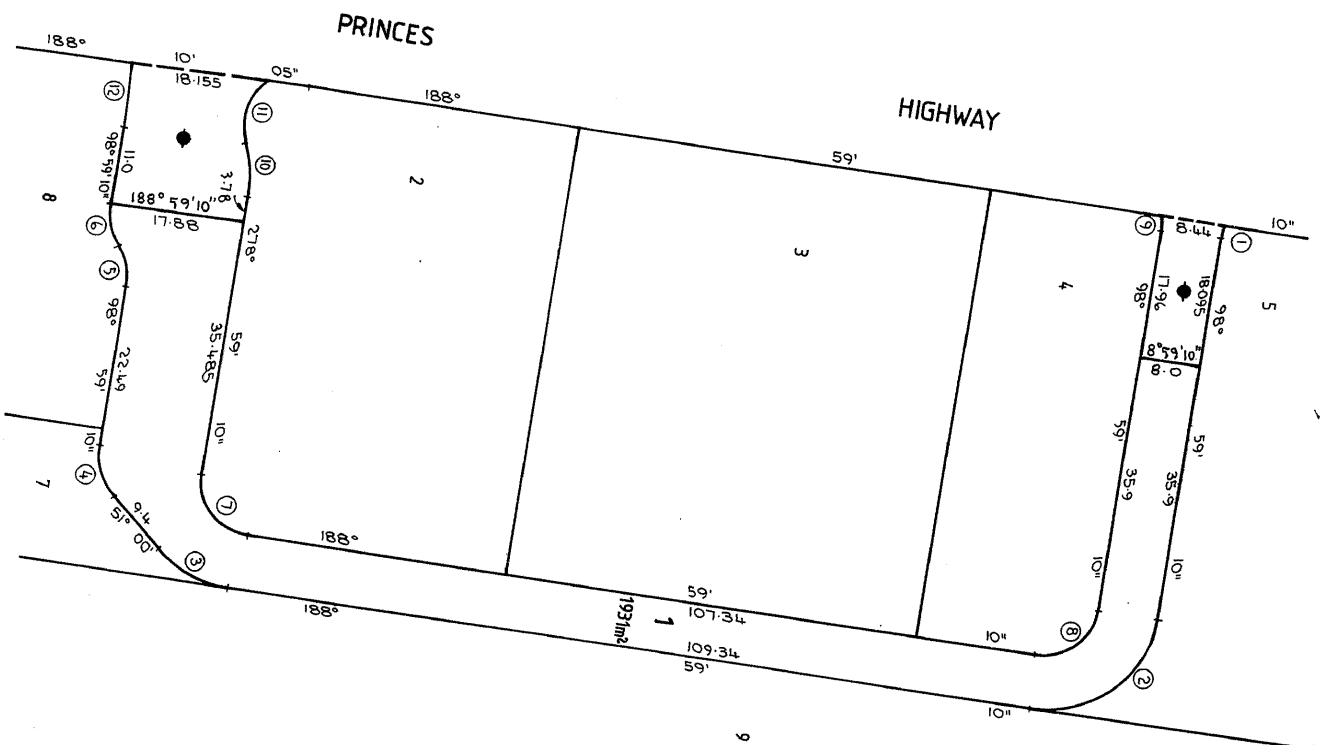
For use where force is insistent in any part on Plan Form 2

Plan Drawing only to appear in this space

Reduction Ratio: 1:500  
 SURVEYORS REFERENCE: 43463

**COMMUNITY PROPERTY PLAN**  
 COMMUNITY PROPERTY LOT ONLY

Nº	BEARING	DISTANCE	ARC	RAD
1.	285°06'	1.917	1.921	9
2.	143°59'10"	21.213	23.542	15
3.	28°59'14.0"	10.754	10.999	15
4.	716°59'14.0"	7.319	1.5738	9
5.	719°4.9'	5.911	6.023	9
6.	719°4.9'	5.911	6.023	9
7.	239°59'20"	10.607	11.781	15
8.	143°59'20"	10.607	11.781	15
9.	92°26'20"	2.033	2.058	9
10.	268°03'40"	1.581	1.621	20
11.	287°51'	9.221	9.681	9
12.	97°17'10"	9.076	9.078	153



G.N.  
 I.S.G.

COMMUNITY PLAN  
 DP 270162  
 Registered: 4.6.1998  
 This is sheet 4 of my plan in 5 sheets  
 dated 21.4.1998

Surveyor registered under Surveyors Act 1999

Authorised Person  
 For use where space is insufficient in any panel on Plan Form 3

Authorised Person

For use where space is insufficient in any panel on Plan Form 3

Reduction Ratio: 1:500


SURVEYOR'S REFERENCE: K3463

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

**INITIAL SCHEDULE**

LOT	UNIT ENTITLEMENT	PROPERTY	SUBDIVISION
1	1300	COMMUNITY PROPERTY	
2	1600		
3	650		
4	900		
5	450		
6	350		
7	1250		
8	3500		
9			SPT2178
<b>TOTAL</b>	<b>10000</b>		

I, Paul Donovan  
 OF LAURIBONAN'S (INTERNATIONAL) PTY LIMITED  
 BEING A VALUER REGISTERED UNDER  
 THE VALUERS REGISTRATION ACT, 1971,  
 CERTIFY THAT THE UNIT ENTITLEMENTS  
 SHOWN ON THIS SHEET ARE BASED  
 UPON VALUATIONS MADE BY ME ON


(SIGNATURE)   
 (DATE) 21/5/98

REGISTERED

COMMUNITY PLAN  
 DP 270162

Registered: 4.6.1998

This is sheet 5 of my plan in 5 sheets  
 dated 21.5.1998



This is sheet 5 of the plan of 5 sheets covered by my Certificate No. 8551 of 8.5.98

Authorised Person  


For use where space is insufficient in any part on Plan Form 2

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME. SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SA, SB OR SC AS THE CIRCUMSTANCES REQUIRE.

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 43463

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

(Sheet 1 of 7 Sheets)

**PART 1**

**Plan**      **DP 270162**

Subdivision of Lot 1 in D.P.849523  
Covered by Council Certificate No. 6551  
of 8.5.1998

**Full name and address of proprietor of the land**

Ousley Pty Limited  
of 33 Hilversum Crescent  
BELROSE 2085

1. **Identity of easement or restriction firstly referred to in abovementioned plan**

Drainage Easement 3.5 Wide & Variable

**Schedule of lots, etc. affected**

**Lots burdened**

1  
2  
3  
5  
6  
7  
9

**Lots, name of road or Authority benefited**

2, 3, 5, 6, Council of City of Wollongong  
3, Council of the City of Wollongong  
Council of the City of Wollongong  
6, Council of the City of Wollongong  
Council of the City of Wollongong  
1, 2, 3, 5, 6, Council of the City of Wollongong  
1, 2, 3, 5, 6, Council of the City of Wollongong

2. **Identity of easement or restriction secondly referred to in abovementioned plan**

Drainage Easement Variable Width

**Schedule of lots, etc. affected**

**Lots burdened**

7  
8  
9

**Lots, name of road or Authority benefited**

8, Council of the City of Wollongong  
Council of the City of Wollongong  
7, 8, Council of the City of Wollongong

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*JLW* 4.6.1998.

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

(Sheet 2 of 7 Sheets)

**Plan**    DP    270162

Subdivision of Lot 1 in D.P.849523  
Covered by Council Certificate No. *655/*  
*of 8-5-98*

**3. Identity of easement or  
restriction thirdly referred  
to in abovementioned plan**

Padmount Substation Easement 2.75 Wide

**Schedule of lots, etc. affected**

**Lots burdened**

9

**Lots, name of road or Authority benefited**

Integral Energy Australia

**4. Identity of easement or  
restriction fourthly referred  
to in abovementioned plan**

Right of Carriageway 6 Wide

**Schedule of lots, etc. affected**

**Lots burdened**

2  
3  
4  
5

**Lots, name of road or Authority benefited**

3, 4  
2, 4  
2, 3  
6

**5. Identity of easement or  
restriction fifthly referred  
to in abovementioned plan**

Restriction as to Use

**Schedule of lots, etc. affected**

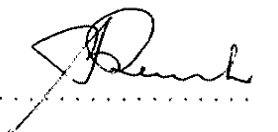
**Lots burdened**

Each Lot

**Lots, name of road or Authority benefited**

Council of the City of Wollongong

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Wollongong City Council .....



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

(Sheet 3 of 7 Sheets)

**Plan** DP 270162

Subdivision of Lot 1 in D.P.849523  
Covered by Council Certificate No. *6551*  
*of 8-5-98*

**6. Identity of easement or restriction sixthly referred to in abovementioned plan**

Restriction as to Use

**Schedule of lots, etc. affected**

**Lots burdened**  
Each Lot

**Lots, name of road or Authority benefited**  
Every other Lot

**PART 2**

**1. Terms and Conditions of Drainage Easement 3.5 Wide and Variable firstly referred to and Drainage Easement Variable Width secondly referred to in the abovementioned plan.**

Full and free right for the proprietor of each lot benefited by this easement ["the Grantee"] and the authority benefited by this easement ["the Council"] and every person authorised by them, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities within, across and through the site of this easement ["the Site"], together with the right to use, for the purposes of this easement, any line of pipes or other drainage structure already laid within the Site, or any pipe or pipes or other structure in replacement or in substitution thereof and, where no such line of pipes or other structure exists, to lay, place and maintain a line of pipes of sufficient internal diameter or other structure of sufficient dimensions beneath the surface of the Site and together with the right for the Grantee and the Council and every person authorised by the Grantee and the Council with any tools, implements, or machinery, necessary for the purpose, to enter upon the Site and such other part or parts of each lot burdened by this easement as is necessary for the purpose and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, renewing or modifying the Site or any part thereof or any line of pipes or other structure therein and, for any of the aforesaid purposes, to open the soil of the Site to such extent as may be necessary and to remove and carry away all or any of the

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

(Sheet 4 of 7 Sheets)

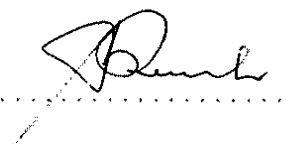
**Plan**    DP    270162

Subdivision of Lot 1 in D.P.849523  
Covered by Council Certificate No. *6551*  
*of 8-5-98*

clay sand gravel stones earth and materials which shall be taken out of the Site and/or to use all or any part thereof in the making, laying out, construction and maintenance of a drain and/or to leave the same or any part or parts thereof upon the Site, and in relation to this easement, the Proprietor of the Site (" the Proprietor") hereby covenants with the Grantee and Council -

- a) That the Proprietor will not permit or suffer any act deed matter or thing whereby the said drain or any line of pipes or other structure therein will or shall be likely to become injured or damaged or whereby the Grantee and/or Council shall be prevented from or hampered in exercising the Grantee and/or Council's rights pursuant to this easement;
- b) That the Proprietor will not interfere with the free passage and conveyance of water through the said drain or line of pipes or other structure;
- c) That if the Proprietor shall do permit or suffer any act, deed, matter or thing whereby the said drain or line of pipes or other structure within the Site shall be injured or damaged or shall interfere with the free passage and conveyance of water through the Site the Proprietor shall forthwith at the expense of the Proprietor properly and substantially repair and make good all such injury or damage and shall restore the free passage and conveyance of water through the said drain or line of pipes or other structure and do all things necessary or expedient for the said purposes or any of them; and
- d) That the Proprietor will not without the prior consent and approval in writing of the Council first had and obtained or otherwise than in strict compliance with such conditions as the Grantee may impose -
  - i) Erect, construct or place upon the Site, or permit to be erected constructed or placed thereon, any building or other structure whatever or any pavement; or
  - ii) Make or permit to be made any alteration to the existing surface levels of the Site by any means whatsoever;

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

(Sheet 5 of 7 Sheets)

**Plan**    DP    270162

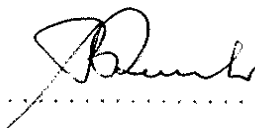
Subdivision of Lot 1 in D.P.849523  
Covered by Council Certificate No. *6551*  
of *8-5-98*

**2) Terms and conditions of Padmount Substation Easement thirdly referred to in the abovementioned plan**

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the land burdened by this easement for the purpose of transmission of electricity and incidental purposes together with the following rights:
  - a) to enter, pass, and repass on the land burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen materials or machinery,
  - b) to cut, trim remove, and lop trees, branches, and other foliage which encroach on the easement or prevent reasonable access to the easement or the electricity equipment,
  - c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the electricity equipments, and
  - d) to excavate the land burdened for the purposes of this easement.
2. In exercising its rights under this easement the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.
3. The Owner of the land burdened covenants with the Authority Benefited that the Owner:
  - a) will not erect or permit to be erected any structure on or under the land burdened,
  - b) will not alter the surface level of the land burdened or carry out any form of construction affecting its surface, undersurface or subsoil, and
  - c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted

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

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Wollongong City Council .....



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

(Sheet 6 of 7 Sheets)

**Plan**    DP    270162

Subdivision of Lot 1 in D.P.849523

Covered by Council Certificate No. 6551  
of 8-5-98

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

*Owner* means the registered proprietor of the land burdened (including those claiming under or through the Owner).

*Padmount Substation* means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.

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

**3) Terms and conditions Restriction as to Use fifthly referred to in the abovementioned plan**

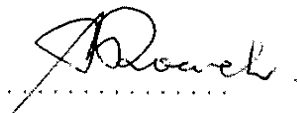
No building or other structure shall be erected or permitted to remain on the land hereby burdened unless the footings and foundations have been erected in accordance with plans and specifications which have been:

- a) prepared by a suitably qualified structural and/or civil engineer; and
- b) approved by the Council of the City of Wollongong.

**4) Terms and conditions of Restrictions as to Use sixthly referred to in the abovementioned plan**

That for the benefit of any adjoining land of OUSLEY PTY LIMITED but only during the ownership thereof by OUSLEY PTY LIMITED its assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened to divide it from such adjoining land without the consent of OUSLEY PTY LIMITED or its assigns as aforesaid but such consent shall not be withheld if any such fence is erected without expense to OUSLEY PTY LIMITED its assigns as aforesaid and in favour of any person dealing with OUSLEY PTY LIMITED such consent shall be deemed to have been given in respect of every fence for the time being erected.

Authorised Person  
Wollongong City Council .....



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

(Sheet 7 of 7 Sheets)

Plan DP 270162

Subdivision of Lot 1 in D.P.849523  
Covered by Council Certificate No. 6551  
of 8-5-98

THE COMMON SEAL of OUSLEY  
PTY LIMITED (CAN 073 191 992) is  
hereunto affixed in accordance with its  
articles of association in the presence of )  
)  
)  
)



*[Handwritten Signature]*  
.....  
Signature of Authorised Person

*[Handwritten Signature]*  
.....  
Signature of Authorised Person

*DIRECTOR.*  
.....  
Office Held

*DIRECTOR.*  
.....  
Office Held

*JOHN SIMPSON.*  
.....  
Name of Authorised Person (block letters)

*RORY F. O. BRIDY.*  
.....  
Name of Authorised Person (block letters)

Authorised Person  
Wollongong City Council .....  
*[Handwritten Signature]*

Authorised Banking Corporation  
ABN 107 701 171  
The Wollongong City Council  
No. 3261272  
CONSISTENT with the

Section 88B Instrument  
Filed on 26th April May 1998  
Wollongong City Council

*[Handwritten Signature]*  
Demand John Kelly - Senior Manager  
*[Handwritten Signature]*  
Christine Pheasant - Manager Legal  
Power of Attorney for L.P.  
S 127(1) (a)  
Telephone: 390 2092 4047  
*[Handwritten Signature]*  
Solicitors/Barristers  
Leonidas Bantista  
Barristers and Solicitors/150 Phillip Street Sydney  
Keweenaw Banking Corporation

REGISTERED  *[Handwritten Signature]* 4.6.1998.

DP 270162

**Northgate Centre  
Wollongong**

**Community Management  
Statement**

**Warning**

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**Mallesons Stephen Jaques**  
Solicitors

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Sydney NSW 2000  
Telephone (61 2) 9296 2000  
Fax (61 2) 9296 3999  
DX 113 Sydney  
Ref: MALLEN:CLAWS

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*KD* 4.6.1998.

<b>Contents</b>	<b>Community Management Statement</b>
<b>Introduction</b>	<b>4</b>
<b>1 What is a community management statement?</b>	<b>4</b>
<b>2 Do I have to comply with this management statement?</b>	<b>4</b>
<b>3 How does the management statement work?</b>	<b>4</b>
<b>Part 1 Architectural and landscape standards</b>	<b>6</b>
<b>4 About the Northgate Centre</b>	<b>6</b>
<b>5 Maintaining your corporate identity</b>	<b>6</b>
<b>6 Maintenance standards for commercial lots</b>	<b>6</b>
<b>7 Maintenance standards for residential lots</b>	<b>7</b>
<b>8 Maintenance standards for Subsidiary Bodies</b>	<b>7</b>
<b>9 The appearance of your lot</b>	<b>7</b>
General guidelines	7
Commercial lots	8
Residential lots	8
Subsidiary Schemes	8
<b>10 Erecting signs and signposts in the Northgate Centre</b>	<b>9</b>
General guidelines	9
Commercial lots	9
Residential lots	9
Subsidiary Schemes	9
<b>11 Lighting requirements</b>	<b>9</b>
<b>12 Use of community development lot 7</b>	<b>10</b>
<b>Part 2 Your rights and obligations</b>	<b>11</b>
<b>13 Your behaviour</b>	<b>11</b>
<b>14 You are responsible for others</b>	<b>11</b>
<b>15 Keeping flammable materials and other dangerous substances</b>	<b>11</b>
<b>16 How to dispose of your garbage</b>	<b>12</b>
<b>17 Parking and queuing on Community Property</b>	<b>12</b>
<b>18 Loading areas and service bays</b>	<b>12</b>
<b>19 You cannot damage or interfere with other lots or Community Property</b>	<b>13</b>
<b>Part 3 The Community Association's rights and obligations</b>	<b>14</b>
<b>20 Functions of Committee officers</b>	<b>14</b>
<b>21 How to convene a Committee meeting</b>	<b>14</b>
<b>22 You may attend Committee meetings</b>	<b>15</b>
<b>23 Notices and minutes for Committee meetings</b>	<b>15</b>



DP 270162

Sheet 3 of <sup>29</sup>~~28~~ sheets

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24 Committee decisions made in writing	16
25 Regular review of insurances	16
26 Insuring new risks	16
27 Your insurance obligations	17
28 Rules	17
29 How consents are given	17
30 What can happen if you do not comply with this management statement	17
31 The Community Association's responsibility for damages	18
Part 4 The Northgate Centre and Community Property	19
32 Community Property	19
33 The Developer's rights during construction of the Northgate Centre	19
34 Accessways	21
35 Who is responsible for fences?	21
36 Services	21
Part 5 Dictionary	22
37 Meaning of words	22
Signatures, consents and approvals	26
Certificate of Approval	26

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## Introduction

### 1 What is a community management statement?

- 1.1 A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme.
- 1.2 A community management statement tells the community association, owners and occupiers what they must do and must not do. It is an essential document for everyone who owns, lives in or occupies a lot in the community scheme.

### 2 Do I have to comply with this management statement?

- 2.1 You must comply with this management statement if you:
  - (a) own a lot in the Northgate Centre;
  - (b) lease or occupy a lot in the Northgate Centre; or
  - (c) are a mortgagee in possession of a lot in the Northgate Centre.
- 2.2 The Community Association and Subsidiary Bodies must also comply with this management statement.

### 3 How does the management statement work?

- 3.1 There are 5 parts in the management statement:

#### Part 1 Architectural and landscape standards

By-laws about the essence of the Northgate Centre and how the Community Association will control and preserve architectural standards are in part 1. The Community Association may change or cancel these by-laws only by unanimous resolution.

#### Part 2 Your rights and obligations

By-laws about your obligations as an owner or occupier in the Northgate Centre are in part 2. The Community Association may change or cancel by-laws in this part only by special resolution.

#### Part 3 The Community Association's rights and obligations

By-laws about the Community Association and insurance, committee meetings and contracts are in part 3. The Community Association may change by-laws in this part only by special resolution.



---

#### Part 4 The Northgate Centre and Community Property

By-laws about Community Property and using community facilities are in part 4. This part also includes by-laws about internal fencing, services and accessways. The Community Association may change or cancel these by-laws only by special resolution.

By-laws restricting the use of Community Property to certain people are in part 4. The Community Association may change or cancel these types of by-laws only by special resolution and with the written consent of each person who has the restricted use rights.

The Community Association cannot change or cancel by-laws restricting use of Community Property during the initial period.

#### Part 5 Dictionary

Part 5 explains what words written Like This and some other expressions mean.

- 3.2 Public authorities (eg Wollongong City Council) have required the Community Association to include some by-laws in the management statement. These are public authority by-laws. The Community Association must have the public authority's consent to change public authority by-laws and may change them only by special resolution.
- 3.3 You are entitled to a copy of this management statement (at your cost). Contact the secretary of the Community Association to arrange to inspect the management statement or to get a copy.

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## Part 1

# Architectural and landscape standards

### 4 About the Northgate Centre

---

- 4.1 The Northgate Centre is a community scheme of predominantly commercial fast-food dine-in and take-away restaurants and convenience shopping, with a residential apartment component.
- 4.2 Commercial and other activities you carry out in the Northgate Centre must:
- (a) be consistent with by-law 4.1; and
  - (b) keep the good name of the Northgate Centre.
- 4.3 The owners and occupiers of commercial lots acknowledge that the Subsidiary Bodies of residential strata schemes are entitled to control, manage and operate their schemes subject to their by-laws and this management statement.
- 4.4 The owners and occupiers of residential lots:
- (a) acknowledge that the Northgate Centre is predominantly a commercial centre according to by-law 4.1;
  - (b) must not interfere with or object to the businesses conducted by the owners or occupiers of commercial lots; and
  - (c) must not use their lots to carry out a commercial business or activity.

### 5 Maintaining your corporate identity

---

If you own or occupy a commercial lot, you are entitled to maintain and vary your corporate identity and image including:

- (a) signs;
- (b) logos;
- (c) staff uniforms; and
- (d) general store presentation.

### 6 Maintenance standards for commercial lots

---

- 6.1 Owners and occupiers of commercial lots must:

- (a) maintain their lots to a high standard consistent with the standard generally associated with, and maintained by, high profile businesses such as McDonald's Family Restaurants; and
  - (b) keep their lots clean, tidy and in good repair and condition at all times.
- 6.2 This by-law applies to all aspects of commercial lots including, but not limited to:
- (a) buildings and other structures erected on a commercial lot;
  - (b) carparking areas in commercial lots;
  - (c) landscaping in commercial lots; and
  - (d) signs.

## 7 Maintenance standards for residential lots

Owners and occupiers of residential lots must:

- (a) maintain their lots to a high standard consistent with quality style residential apartments; and
- (b) keep their lots clean, tidy and in good repair and condition at all times.

## 8 Maintenance standards for Subsidiary Bodies

8.1 Subsidiary Bodies must:

- (a) maintain their Subsidiary Scheme to a high standard; and
- (b) keep their Subsidiary Scheme clean, tidy and in good repair and condition at all times.

8.2 This by-law applies to all aspects of common property or association property in a Subsidiary Scheme including, but not limited to:

- (a) the external surfaces of buildings;
- (b) landscaping; and
- (c) pools.

## 9 The appearance of your lot

### General guidelines

- 9.1 You or a Subsidiary Body must have consent from the relevant Government Agencies before you change the appearance of a lot or a building.



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- 9.2 Any work you or a Subsidiary Body do under this by-law must not detrimentally affect a business operated from a commercial lot.

**Commercial lots**

- 9.3 Subject to this by-law, owners and occupiers of commercial lots may change the appearance of any buildings or structures erected on their lots providing that the change is consistent with:
- (a) development consents for the lot;
  - (b) the lawful use of the lot; and
  - (c) the corporate identity and image of the owner or occupier of the lot.

**Residential lots**

- 9.4 Owners and occupiers of residential lots must have the Community Association's consent to:
- (a) change the external appearance of their lot (eg install bars, screens, grilles, security locks or other devices on the exterior of windows or doors, an awning or air conditioning unit); or
  - (b) keep anything on the balconies or terraces of their lot that is not in keeping with, the appearance of their Subsidiary Scheme.
- 9.5 Owners and occupiers of residential lots must not keep anything on the balconies or terraces of their lot that:
- (a) detracts from the appearance of the Subsidiary Scheme; or
  - (b) may cause damage; or
  - (c) is dangerous.
- 9.6 The colour and design of window coverings (eg curtains, blinds or louvres) in residential lots must be uniform when viewed from outside the Subsidiary Scheme. You must have the Community Association's consent to have window coverings that do not conform to the uniform standard.
- 9.7 Owners and occupiers of residential lots must not hang washing on the balcony of their lot or in a way that it is visible from outside the lot.

**Subsidiary Schemes**

- 9.8 Subsidiary Bodies must have the Community Association's consent to:
- (a) change the external appearance of their scheme (eg change the colour of a building); or
  - (b) add to or alter buildings in their scheme (eg installing signs or aerials on the roof of a building).

DP 270162

Sheet 9 of <sup>29</sup>28 sheets

## 10 Erecting signs and signposts in the Northgate Centre

### General guidelines

- 10.1 You must comply with Wollongong City Council's requirements about erecting signs and signposts. Generally, these requirements are:
- (a) freestanding pylon signs should reflect the height of existing signs in the area and generally be no more than 12 metres high;
  - (b) signs inside lots should be attached to buildings; and
  - (c) business signs should be internally illuminated.
- 10.2 You do not need the Community Association's consent to put up a "For Sale" or "For Lease" sign. However, you must:
- (a) follow the Community Association's instructions about the type, shape, size and location of the sign; and
  - (b) comply with any requirements of Wollongong City Council or other Government Agencies.

### Commercial lots

- 10.3 Owners and occupiers of commercial lots may erect signs and signposts approved by relevant Government Authorities as part of their development consent.
- 10.4 Owners and occupiers of commercial lots may change their signposts or install new signposts at any time providing:
- (a) they have consent from the relevant Government Authorities; and
  - (b) the changed or new signpost does not detrimentally affect the business operated from another commercial lot.

### Residential lots

- 10.5 Subject to this by-law, owners and occupiers of residential lots must have the Community Association's consent to display a sign that is visible from outside their lot.

### Subsidiary Schemes

- 10.6 Subject to this by-law, a Subsidiary Body must have the Community Association's consent to display a sign that is visible from outside their Subsidiary Scheme.

## 11 Lighting requirements

You, the Community Association and Subsidiary Bodies must comply with Wollongong City Council's requirements about lighting. Generally, these requirements are that:

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- (a) if you are an owner or occupier of a lot, fixed lights (other than ambient light) from your lot must not spill onto or illuminate adjoining lots or properties;
- (b) the Community Association must not allow fixed lights (other than ambient light) on Community Property to spill onto or illuminate adjoining lots or properties; and
- (c) Subsidiary Bodies must not allow fixed lights (other than ambient light) on their common property or association property to spill onto or illuminate adjoining lots or properties.

~~12 Use of community development lot 7~~

~~12.1 Only the owner or occupier of community development lot 7 may:~~

- ~~(a) sell petroleum products; or~~
- ~~(b) operate a convenience store in connection with the sale of petroleum products (eg a "Food Plus" store).~~

~~12.2 The Community Association may change or cancel this by-law only with the written consent of the owner or occupier of community development lot 7.~~

REPEALED  
See Requ. 5519239  
See new by-laws  
filed as ANNEXURE 'A'  
ja 5.2.1999



## Part 2 Your rights and obligations

### 13 Your behaviour

---

You must not:

- (a) obstruct a person's legal use of Community Property;
- (b) use equipment that interferes with equipment or appliances used by other owners or occupiers;
- (c) do anything that might damage the good reputation of the Northgate Centre; or
- (d) do anything in the Northgate Centre that is illegal.

### 14 You are responsible for others

---

- 14.1 You must use reasonable endeavours to ensure that another person does not do anything that you cannot do under this management statement.
- 14.2 If you lease, sub-lease or licence your lot, you must:
  - (a) use reasonable endeavours to ensure that your tenant, sub-tenant or licensee complies with this management statement; and
  - (b) take all action available to you, including action under the lease, sub-lease or licence agreement, to make them comply.

### 15 Keeping flammable materials and other dangerous substances

---

- 15.1 You may keep flammable materials in your lot if you:
  - (a) use them in connection with the lawful use of your lot; and
  - (b) keep them only in the reasonable quantities necessary for that use.
- 15.2 You must not keep flammable materials on Community Property or on Subsidiary Property.
- 15.3 You must not keep noxious or dangerous materials in your lot unless you have necessary consents from Government Agencies and then only in accordance with the terms of those consents and any applicable laws.
- 15.4 You must comply with laws about fire control.

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## 16 How to dispose of your garbage

---

- 16.1 If you own or occupy a community development lot and operate a business from your lot, you must:
- (a) store your garbage according to Wollongong City Council's requirements;
  - (b) arrange for an independent contractor to regularly remove your garbage from your lot according to Wollongong City Council's requirements; and
  - (c) pay the costs associated with removing your garbage.
- 16.2 If you own or occupy a lot in a Subsidiary Scheme, you must sort, store and make your garbage available for collection according to:
- (a) Wollongong City Council's instructions;
  - (b) the Community Association's instructions; and
  - (c) instructions from your Subsidiary Body. The by-laws for your Subsidiary Body have additional requirements about garbage disposal that you must comply with.
- 16.3 You must not deposit garbage on Community Property or on Subsidiary Property.
- 16.4 In this by-law, garbage includes recyclable materials.

## 17 Parking and queuing on Community Property

---

- 17.1 You must not:
- (a) park on Community Property; or
  - (b) if you operate a drive through service from your lot, allow cars to queue on Community Property.
- 17.2 You must have the Community Association's consent to:
- (a) park on Community Property to load or unload stock or equipment for your lot; or
  - (b) allow persons to park on Community Property to load or unload stock or equipment for your lot.

## 18 Loading areas and service bays

---

Owners and occupiers of commercial lots must comply with Wollongong City Council's requirements about loading areas and service bays in their lots. These requirements are that you must:



DP 270162

Sheet 13 of <sup>29</sup>~~28~~ sheets

- (a) appropriately screen or locate the loading area and service bay to minimise their view and appearance from the Princes Highway and the Northern Distributor; and
- (b) adequately separate the loading area and service bay from residential lots to avoid noise.

## 19 You cannot damage or interfere with other lots or Community Property

- 19.1 You must not do anything to your lot that will:
  - (a) interfere with a support or shelter provided to another lot, Community Property or Subsidiary Property; or
  - (b) interfere with garbage services, Service Lines, Private Services or Statutory Services.
- 19.2 You must not damage Community Property or Subsidiary Property or use it in a way that interferes unreasonably with another person's use and enjoyment of that property.
- 19.3 You must immediately repair at your cost any damage you (or your agents or servants) cause to:
  - (a) Community Property;
  - (b) Subsidiary Property; or
  - (c) the property of another owner or occupier.
- 19.4 You must have the Community Association's consent to:
  - (a) construct any building or structure on Community Property;
  - (b) attach anything to Community Property; or
  - (c) alter Community Property.
- 19.5 If you have the Community Association's consent to do anything under by-law 19 you must maintain and repair any structure, attachment or alteration.

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## Part 3

# The Community Association's rights and obligations

### 20 Functions of Committee officers

---

- 20.1 The officers of the Committee are the secretary, treasurer and chairperson.
- 20.2 The functions of the secretary are to:
- (a) convene Community Association meetings and Committee meetings;
  - (b) prepare and distribute minutes of Community Association meetings and Committee meetings;
  - (c) give notices under the Act for the Community Association and the Committee;
  - (d) supply certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Act;
  - (e) answer communications sent to the Community Association;
  - (f) perform administrative and secretarial functions for the Community Association and the Committee; and
  - (g) keep records according to the Act.
- 20.3 The functions of the treasurer are to:
- (a) send notices of contributions to Community Association members and collect contributions;
  - (b) receive, acknowledge, bank and account for money paid to the Community Association;
  - (c) prepare certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Act;
  - (d) keep accounting records according to the Act; and
  - (e) prepare financial statements according to the Act.
- 20.4 The function of the chairperson is to preside at Community Association meetings and Committee meetings at which they are present.

### 21 How to convene a Committee meeting

---

- 21.1 Committee meetings must be convened:

- (a) by the secretary of the Community Association if they are asked to do so by one-third of the Committee members; or
  - (b) by another Committee member if, in the secretary's absence, one-third of the Committee members ask them to do so.
- 21.2 The secretary or other Committee member must convene the meeting:
- (a) within the time specified in the notice asking for the meeting; or
  - (b) if the notice does not specify a time, within 14 days of being asked.

## 22 You may attend Committee meetings

You or your company nominee may attend Committee meetings. You may address the meeting only if the Committee agrees.

## 23 Notices and minutes for Committee meetings

- 23.1 At least 72 hours before the Committee holds a meeting, the secretary or the Committee member who convenes the meeting must serve on each member of the Community Association
- (a) a notice advising that the meeting will be held; and
  - (b) the agenda for the meeting.
- 23.2 The agenda for the meeting must include details of all the business the Committee will deal with at the meeting. The Committee cannot deal with other business at the meeting.
- 23.3 The secretary or the Committee member who convenes the meeting must serve the minutes of the meeting on each member of the Community Association within 7 days after the meeting.
- 23.4 The secretary of the Committee member who convenes a meeting must serve notices and minutes under this by-law:
- (a) personally on each member of the Community Association;
  - (b) by facsimile;
  - (c) by pre paid post; or
  - (d) by any other method allowed by the Act.
- 23.5 The Committee must keep copies of agendas and minutes of its meetings:
- (a) with the Community Association's records; and

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- (b) for 7 years from the date of the meeting (or for the period the law requires the Community Association to keep its meeting records).

## 24 Committee decisions made in writing

---

- 24.1 The Committee may vote on motions in writing if:
  - (a) notice of the meeting and an agenda have been provided according to this management statement;
  - (b) each Committee member has been given the motion to be decided at the meeting; and
  - (c) a majority of Committee members approve the motion in writing.
- 24.2 The secretary or the Committee member who convenes the meeting must distribute minutes of decisions made in writing to Community Association members according to this management statement.
- 24.3 The Committee must keep copies of agendas and minutes of meetings held in writing:
  - (a) with the Community Association's records; and
  - (b) for 7 years from the date of the meeting (or for the period the law requires the Community Association to keep its meeting records).

## 25 Regular review of insurances

---

- 25.1 Each year the Community Association must review:
  - (a) the insurance policies it has effected; and
  - (b) whether it needs new insurance policies.
- 25.2 Each year the Committee's secretary must include a motion in the annual general meeting notice for the Community Association to decide if it should confirm or change its insurance policies.

## 26 Insuring new risks

---

The Community Association must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Community Association or Community Property.



## 27 Your insurance obligations

- 27.1 You must have the Community Association's consent to do anything that might invalidate, suspend or increase the premium for a Community Association insurance policy.
- 27.2 If the Community Association gives you consent under this by-law it may make conditions that, without limitation, require you to reimburse it for increased premiums.

## 28 Rules

- 28.1 The Community Association may make rules about the control, management, operation, use and enjoyment of the Northgate Centre.
- 28.2 The Community Association may change or add to the rules at any time.
- 28.3 You must comply with rules made by the Community Association.

## 29 How consents are given

- 29.1 The Community Association may make conditions if it gives you consent to do things under this management statement. You must comply with the conditions.
- 29.2 The Community Association may revoke its consent if this is practicable.
- 29.3 The Community Association may, acting reasonably, withhold its consent under this management statement.
- 29.4 A consent, notice or authorisation by the Community Association under this management statement must be in writing.

## 30 What can happen if you do not comply with this management statement

- 30.1 If you have not done or not done properly what you are required to do under this management statement the Community Association must give you a written notice specifying the work you must do and giving you reasonable time to do the work.
- 30.2 If you fail to do the work required under the notice within the specified time, the Community Association may do anything on your lot that you have not done or have not done properly, subject to by-law 30.3.
- 30.3 The Community Association must give you a written second notice specifying when it will need to enter your lot to do the work. You must
  - (a) give the Community Association (or persons authorised by it) access to your lot according to the notice and at your cost; and

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DP 270162

Sheet 18 of ~~28~~<sup>29</sup> sheets

- 
- (b) pay the Community Association's costs for doing the work.
- 30.4 The Community Association may recover any money you owe it under this management statement as a debt.
- 30.5 The Community Association's powers under this by-law are in addition to those it has under the Act.

### **31 The Community Association's responsibility for damages**

---

The Community Association is not liable for damage to or loss of property or injury to any person in or near the Northgate Centre except if the Community Association or its employees or agents are negligent.



## Part 4 The Northgate Centre and Community Property

### 32 Community Property

- 32.1 Community Property includes:
- (a) an open accessway;
  - (b) lighting servicing the open accessway; and
  - (c) open space areas or nature strips at the boundaries of the Northgate Centre facing onto the Princes Highway and Woodhill Street.
- 32.2 The Community Association must control, manage, maintain and repair Community Property.
- 32.3 The Community Association must maintain and repair the 24 hour lighting servicing the open accessway.
- 32.4 The Community Association may make agreements with third parties for the control, management, maintenance and repair of Community Property.

### 33 The Developer's rights during construction of the Northgate Centre

- 33.1 Subject to by-law 33.3 and only while the Northgate Centre is being built the use of the following is restricted to enable the Developer to carry out the activities in by-law 33.2:
- (a) that part of Community Property in which Service Lines owned by the Community Association are located;
  - (b) the electricity substation on Community Property; and
  - (c) Service Lines owned by the Community Association.
- 33.2 The Developer may:
- (a) build and develop the Northgate Centre in stages;
  - (b) in its discretion carry out building and development work;
  - (c) do building and associated work on the Northgate Centre;
  - (d) do landscaping and associated work on the Northgate Centre;
  - (e) use any part of Community Property to exercise its rights under this by-law;
  - (f) subdivide land in the Northgate Centre;

- (g) have unrestricted access to the Service Lines including the Community Property in which they are located;
- (h) install and connect services on Community Property;
- (i) place on or attach to Community Property temporary structures, building materials, cranes and other equipment;
- (j) lock or secure part of the Community Property. The Developer must give the secretary of the Community Association a key for the locked or secured area; and
- (k) exercise its rights only between 7.00 am and 7.00 pm on Mondays to Saturdays (excluding Christmas Day and Good Friday) or at other times allowed by Wollongong City Council.

33.3 The Developer must:

- (a) repair any damage to the Northgate Centre caused by exercising the Developer's rights under this by-law;
- (b) take all reasonable steps to minimise disturbance to owners and occupiers while carrying out building and development work;
- (c) leave the Northgate Centre (or parts of it) clean and tidy after building and development work is finished;
- (d) maintain the Community Property that the Developer has the right to use; and
- (e) pay the Developer's costs under this by-law. The Developer cannot require the Community Association to levy its members for the Developer's costs.

33.4 The Developer may gain access to the exclusive use areas through Community Property.

33.5 The Developer's rights under this by-law:

- (a) for the Northgate Centre, will stop when the Developer notifies the Community Association that building and development work has finished; and
- (b) for part of the Northgate Centre, will stop when the Developer notifies the Community Association that building and development work for that part of the Northgate Centre have finished.

33.6 This is a restricted property by-law. The Community Association may change or cancel it by special resolution and with the written consent of the Developer. Initial period restrictions apply.

33.7 Apart from the restriction on use set out in by-law 33.1, use of the Community Property is available to you in accordance with this management statement and the Act.



### 34 Accessways

---

- 34.1 The accessway plan in this management statement shows the location of the open accessway.
- 34.2 The Community Association must control, manage and maintain the open accessway.
- 34.3 The Community Association may:
  - (a) impose a speed limit for the open accessway;
  - (b) install speed humps or other traffic control devices on the open accessway; and
  - (c) put up traffic signs.

### 35 Who is responsible for fences?

---

- 35.1 You, the Community Association and Subsidiary Bodies must provide and pay for internal fencing according to the Dividing Fences Act 1991.
- 35.2 Unless they resolve to do so, the Community Association and Subsidiary Bodies do not have to provide or pay for internal fencing.

### 36 Services

---

- 36.1 This management statement includes a prescribed diagram showing Private Services and Statutory Services.
- 36.2 Service Providers will install Service Lines for the provision of services to the points marked on the prescribed diagram.
- 36.3 On installation of Service Lines, statutory easements will be created over those parts of the Northgate Centre in which Service Lines are located.
- 36.4 The Community Association is responsible for and must maintain Private Services and associated Service Lines.
- 36.5 Service Providers are responsible for and must maintain their Statutory Services and associated Service Lines.
- 36.6 Service Lines may be installed in different positions from those shown on the prescribed diagram. If Service Lines are installed in different positions from those shown on the prescribed diagram, you cannot object unless the installation of the Service Lines in a different position detrimentally affects your lot to an extent which is not minor without your consent (acting reasonably). If this happens, you must allow the Community Association to register another prescribed diagram as an amendment to ~~this management statement.~~

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*JKL*

## Part 5 Dictionary

### 37 Meaning of words

---

37.1 This clause explains words written Like This and other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Act or the Community Land Development Act 1989.

37.2 In this management statement:

**Act** is the Community Land Management Act 1989.

**Committee** is the executive committee of the Community Association.

**commercial lot** is a lot used for commercial purposes in the Northgate Centre or a lot used for commercial or professional purposes in a Subsidiary Scheme.

**Community Association** is the community association created on registration of the community plan accompanying this management statement.

**Community Property** is lot 1 in the community plan accompanying this management statement.

**Developer** is Ousley Pty Limited (ACN 073 191 992) and any successors in title (not including a Subsidiary Body).

**Northgate Centre** is the community scheme created by registration of the community plan accompanying this management statement.

**Government Agency** is a governmental or semi governmental administrative, fiscal or judicial department or entity.

**initial period** means the period from the date that this management statement is registered to the date when the sum of the unit entitlements of former development lots that are the subject of neighbourhood or strata schemes for which the initial period has expired is at least one-third of the total unit entitlement for the Northgate Centre.

**lot** means a community development lot or a lot in a Subsidiary Scheme.

**notice** means a written notice given under by-law 30.1.

**occupier** is the lessee or occupier of a lot in the Northgate Centre.

**owner** is the proprietor of a lot in the Northgate Centre.

**open accessway** is an open accessway set apart under section 41 of the Community Land Development Act 1989.

**person** includes an individual, a firm, a body corporate, an incorporated association or a Government Agency.

**Private Service** is a service provided by the Community Association.

**public authority** includes Wollongong City Council and other Service Providers.

**public authority by-law** is a by-law that a public authority (eg Wollongong City Council) requires the Community Association to include in the management statement.

**residential lot** is:

- (a) a lot in a strata scheme which subdivides a community development lot; and
- (b) any other lot capable of being used for residential use.

**rules** are rules made by the Community Association about the control, management, operation, use and enjoyment of the Northgate Centre.

**second notice** means a written second notice given under by-law 30.2.

**Services** include:

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

**Service Line** is a pipe, wire, cable, duct or pole by which Service Providers will provide Services.

**Service Providers** include Wollongong City Council and any Government Agency or public authority.

**special resolution** is a resolution passed at a general meeting of the Community Association where not more than 25% of the votes cast are against the motion. The value of the votes are calculated according to unit entitlement.

**Statutory Service** is a Service provided by a Service Provider.

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**Subsidiary Body** is a neighbourhood association or a strata corporation in the Northgate Centre.

**Subsidiary Property** is:

- (a) for a Subsidiary Body that is a neighbourhood scheme - lot 1 in the neighbourhood plan; and
- (b) for a Subsidiary Body that is a strata scheme - common property.

**Subsidiary Scheme** is a neighbourhood scheme or strata scheme created by the subdivision of a community development lot by neighbourhood plan or strata plan.

**unit entitlement** is a number allocated to each lot to show their comparative market value.

**you** is an owner, lessee, occupier or mortgagee in possession of a lot in the Northgate Centre.

37.3 A reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a day means the period starting at midnight and ending 24 hours later;
- (d) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (e) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

37.4 The singular includes the plural and vice versa.

37.5 Headings do not affect the interpretation of this management statement.

37.6 If a provision or definition in this management statement conflicts with the Act, the Community Land Development Act 1989 or related legislation, the Act or other legislation prevails.

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

DP 270162

Sheet 25 of <sup>29</sup>~~28~~ sheets

37.8 The rights, powers and remedies in the management statement are in addition to those provided by law.

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 *KSJ* 4.6.1998.

DP 270162

29  
Sheet 26 of 28 sheets

# Signatures, consents and approvals

DATED 25 day of MAY 1998

THE COMMON SEAL of OUSLEY )  
PTY LIMITED (ACN 073 191 992) is )  
affixed in accordance with its articles of )  
association in the presence of. )



Signature of authorised person

DIRECTOR

Office held

JOHN SIMPSON

Name of authorised person (block letters)

Signature of authorised person

DIRECTOR

Office held

ROMY F. O'BRIEN

Name of authorised person (block letters)

## Certificate of Approval

Wollongong City Council certifies that:

- (a) it has approved of the development described in Development Application No. D98/69; and DATED 20 APRIL 1998
- (b) the terms and conditions of this management statement are consistent with that development as approved.

Date

22 MAY, 1998

Signature on behalf of Wollongong City Council

GENERAL MANAGER

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REGISTERED 4.6.1998.

DP 270162

SHEET 27 OF 29 SHEETS

Bank of Queensland Banking Corporation  
Attested by me  
The Registrar-General in Charge  
No. 3261272  
CONFIDENTIAL TO THE MINISTERS  
Community Management Statement  
Filed 10:28m on 07 May 1993  
Bank of Queensland Banking Corporation

*Desmond John Kelly - Senior Manager*

*Christine Plucka Maleschin - Manager Legal*

Principal of the Law  
31/10/93

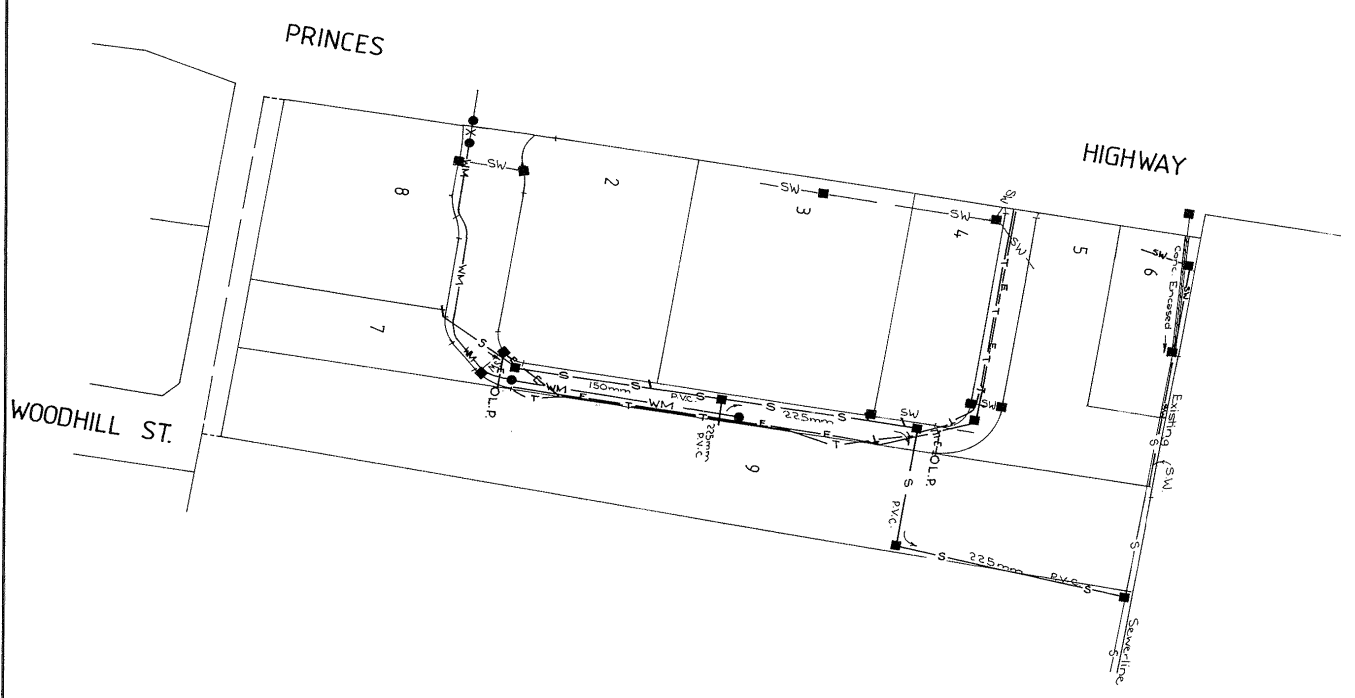
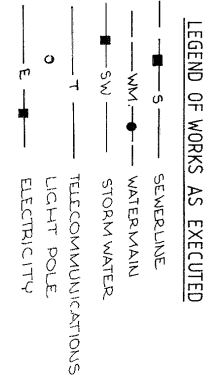
Registered no. 399 Book 4047

*Richard M. O'Rourke*  
Counselor at Law  
Solicitor General / 130 Phillip St. Sydney  
Bank of Queensland Banking Corporation

REGISTRATION OFFICE

REGISTERED 

- NOTE:- 1) ALL SERVICES AS SHOWN ARE AND SHALL BE UNDERGROUND  
 2) THIS PLAN SHOWS SERVICES COVERED BY STATUTORY EASEMENTS - OTHER SERVICES MAY BE PRESENT.  
 3) DENOTES SEWER MANHOLE OR LAMP HOLE OR SIMILAR STRUCTURES  
 4) DENOTES STORMWATER PIT OR SIMILAR STRUCTURE  
 5) DENOTES ELECTRICITY LIGHTPOLE O.L.P.  
 6) DENOTES ELECTRICITY PIT OR SIMILAR STRUCTURE



**MANAGEMENT STATEMENT**  
 REGISTERED WORKS DIAGRAM  
 REGISTERED 4.6.1998

DP 270162 PLAN  
 SHEET 28 OF 29 SHEETS  
 PLAN OF SERVICE WORKS AS EXECUTED OR TO BE EXECUTED FOR THE NORTH GATE CENTRE.

DAVID ALAN JOLLE  
 of MASTERS & ASSOCIATES Pty Ltd, CORONAL ST WOLLONGONG  
 certify that this is a plan of the service works as executed  
 maps provided for the development shown in Community/Project  
 Map/development No. 24498



NOTES:- 1) ALL SERVICES AS SHOWN ARE UNDERGROUND  
 2) THIS PLAN ONLY SHOWS SERVICES COVERED BY STATUTORY EASEMENTS - OTHER SERVICES MAY BE PRESENT.



MANAGEMENT STATEMENT

REGISTERED  4.6.1998

COMMUNITY PLAN  
 DP 270162  
 SHEET 29 OF 25 SHEETS

PLAN OF OPEN ACCESSWAY WITHIN  
 THE NORTH GATE CENTRE

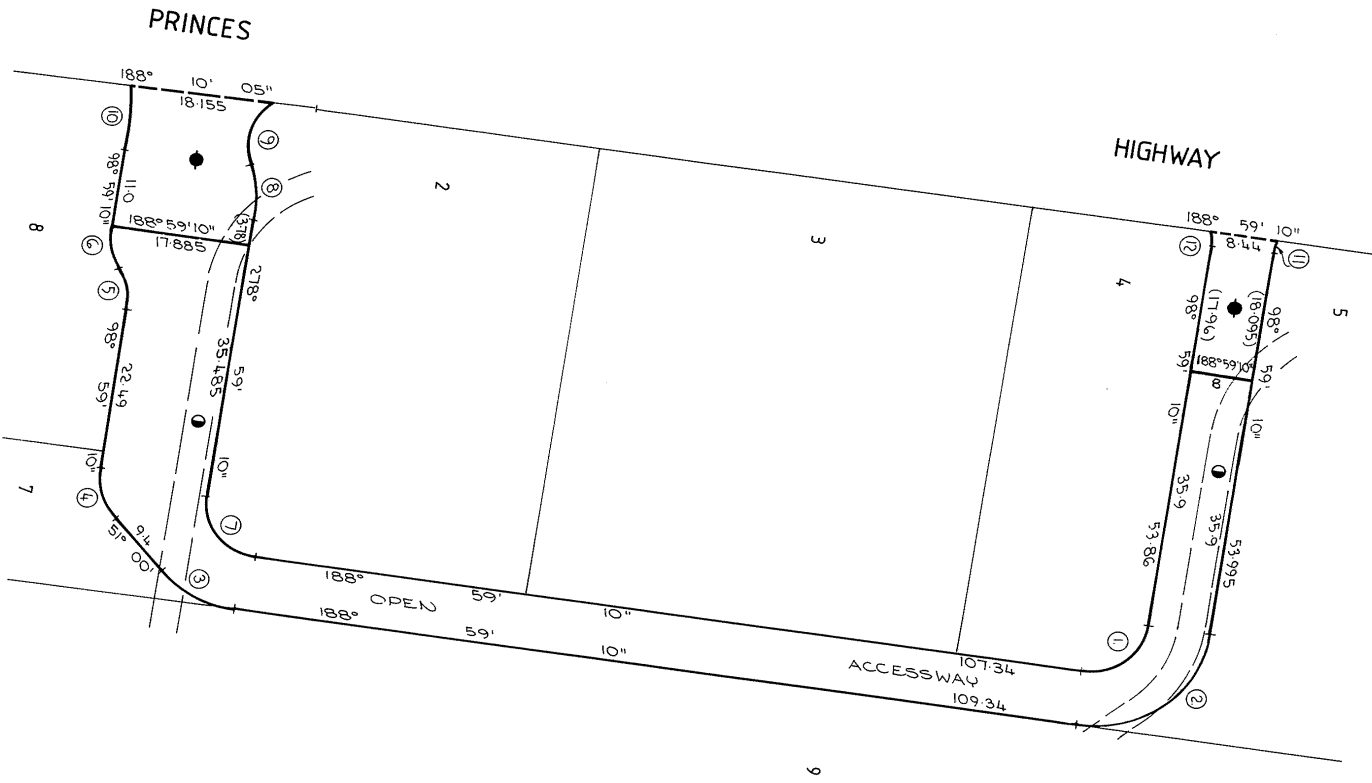
REDUCTION RATIO 1:500

I, DAVID ALAN JOLIE, Surveyor  
 of MASTERS & ASSOCIATES, PRUD'G CORRAL ST  
 WOLLONGONG, NSW  
 certify that this is a plan of the ~~separate-roads-access~~ access  
 ways provided for the development shown in Community Plan No. *270162*

*David Jolie* 24.4.98

NOTE:  
 REGARDING ACCESSWAYS - THIS PLAN  
 ILLUSTRATING OPEN ACCESSWAYS  
 WHICH ARE GOVERNMENT PROPERTY  
 AND ARE NOT PUBLIC ROADS  
 WITHIN THE MEANING OF THE  
 LOCAL GOVERNMENT ACT, 1979,  
 OR THE ROADS ACT, 1973.

CURVED BOUNDARIES			
N <sup>o</sup>	BEARING	DISTANCE	ARC RAD
1.	143°59'20"	10.607	11781 7.5
2.	143°59'20"	21.213	23.562 15
3.	29°59'40"	10.754	10.999 15
4.	74°59'40"	7.319	7.538 9
5.	79°49'	5.911	6.023 9
6.	79°49'	5.911	6.023 9
7.	233°59'20"	10.607	11781 7.5
8.	268°03'40"	7.581	7.627 20
9.	281°57'	9.221	9.681 9
10.	97°17'10"	9.076	9.076 153
11.	285°06'	1.917	1.921 9
12.	92°26'20"	2.053	2.058 9



① DRAINAGE EASEMENT 3.5 MIDE & VARIABLE.

NOTE: FOR SURVEY MARKING & REFERENCE  
 CONNECTIONS SEE DETAIL SHEET N°2-3

Licence: 10V1U77919/  
Printed: 0797LTO  
Instructions for filling out this form are available from the Land Titles Office

NEW SOUTH WALES  
Strata Schemes Management Act  
Real Property Act 1900

5519239 S



MANAGEMENT STATEMENT

SHEET 1 OF 2 SHEETS

DP 270162

(A) COMMON PROPERTY REFERENCE TO TITLE

EPSP Lot 1 Community Plan DP No. 270162

ANNEXURE 'A'

(B) LODGED BY	LTO Box <i>W</i>	Name, Address or DX and Telephone Dynamic Property Services Suite 2 Level 5, 162 Goulburn Street DARLINGHURST, NSW 2010 Reference (15 character maximum):	Code <b>CB</b>
---------------	---------------------	---	-------------------

(C) The owners of ~~Strata Plan~~ *Community Association* No. 270162 certify that pursuant to a resolution passed on 11 November 1998, and in accordance with the provisions of COMMUNITY LAND MANAGEMENT ACT, 1989

(D) \*section 14 of the Strata Schemes (Freehold Development) ACT, 1989

*W* • section 47 and 52 of the Strata Schemes Management Act 1996  
order No. of the Supreme Court of New South Wales  
\* order No. of the Strata Schemes Board,

the by-laws are changed as follows:

Repealed by-law No. By-law 12  
Added by-law No. By-Law 12

Amended by-law No. as fully set out below.

SEE ANNEXURE 'A'

SIGNED by DYNAMIC PROPERTY SERVICES PTY LIMITED (ACN 002 006 760) by its attorney WALTER PATTERSON duly appointed by Power of Attorney dated 18th July 1996 and who hereby states that he has not received any notice of the revocation of such Power of Attorney. (Registered Book 4139 No. 734)

*W* DEPOSITED PLAN

(E) The common seal of the owners of Strata Plan No. 270162 was affixed on 11 January 1999 in the presence of Names [use block letters] Dynamic Property Services PTY LTD

Signatures

*W*

being the persons authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



~~Council's Certificate under section 56(4) of the Strata Schemes Management Act 1996~~

(F) I certify that Council has approved the change of by-laws set out herein. Dated Signature of General Manager

REGISTERED 20.5.2.1999

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DP 270162

MANAGEMENT STATEMENT

5

519239

SHEET 2 OF 2 SHEETS

Community Association DP No. 270162  
ANNEXURE TO NOTIFICATION TO CHANGE OF BY-LAWS

ANNEXURE 'A'

By-laws 12 Use of community development lot 8

12.1 That only the owner or occupier of community development lot 8 may:

- (a) sell petroleum products; or
- (b) operate a convenience store in connection with the sale of petroleum products (eg a "Food Plus" store).

12.2 The Community Association may change or cancel this by-law only with the written consent of the owner or occupier of community development lot 8.

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REGISTERED  5.2.1999



*[Handwritten signature]*

This is page 2 of a total of 2 pages which comprise the Annexure of Notification to Change of By-Laws by The Proprietors - Community Association DP No. 270162.

*[Handwritten signature]*

**Lodger Details**

Lodger Code 502458Y  
Name PDC LAWYERS & TOWN PLANNERS  
Address PO BOX 214  
WOLLONGONG 2520  
Lodger Box 1W  
Email LORRI@PDCLAWYERS.COM.AU  
Reference 22/4012 SP72178

Land Registry Document Identification

**AS448996**

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP72178	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP72178  
Non-government statutory entity

**Meeting Date**

25/05/2022

**Repealed by-law No.**

**Details** BY LAW 9

**Added by-law No.**

**Details** BY LAW 9

**Amended by-law No.**

**Details** NOT APPLICABLE

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

**Attachment**

See attached Conditions and Provisions

See attached Approved forms

**Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP72178  
**Signer Name** KRISTY MUTCH  
**Signer Organisation** PLANNING DEVELOPMENT COMMERCIAL LAWYERS PTY LIMITED  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 06/09/2022

Annexure A to CONSOLIDATION/CHANGE OF BY-LAWS  
Parties: The Owners – Strata Plan No. 72178

## SP72178

### By-Laws

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#### 1. Dictionary

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1.1 In the by-laws:

Act is the Strata Schemes Management Act 2015

Community Association is Community Association for Northgate Centre.

Community management statement is the management statement of the Community Association.

Developer means Ousley Pty Limited. Government Agency is a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Lot is a lot in Northgate Apartments.

Northgate Apartments is the strata scheme created by strata plan 72178

Northgate Centre is community scheme 270162.

Owner is:

- a. The owner for the time in a lot in Northgate Apartments; and
- b. If a lot is subdivided or resub divided, the owner for the time being of the new lots.

Owner Corporation is the owners corporation created on registration of the strata plan accompanying these by-laws.

Person includes an individual, a firm, a body corporate, an incorporated association or an authority.

Security key is a key, magnetic card or other device or information used in Northgate Apartments to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Strata Manager is:

- a. The person appointed by the Owners Corporation as its strata managing agent; or
- b. If there is no Strata Manager, the secretary of the Owners Corporation.

Third party may be a person who is not an owner.

You is an owner, occupier or mortgagee in possession of a lot in Northgate Apartments.

1.2 Words that this by-law does not explain have the same meaning as they do in the Act.

1.3 A reference to:

- a. a thing includes the whole or each part of it;
- b. a document includes any variation or replacement of it;



## SP72178

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c. a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements of them; and

d. a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

1.4 The singular includes the plural and vice versa.

1.5 Headings do not affect the interpretation of the by-laws.

### 2. The community management statement

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2.1 The community management statement is an essential document for the management and operation of Northgate Apartments and the Northgate Centre. It contains rules (in addition to these by-laws) that you and the Owners Corporation must comply with including, but not limited to:

- a. Keeping flammable materials;
- b. Changing the appearance of your lot; and
- c. Parking

2.2 You must comply on time and at your cost with your obligations under the community management statement and the by-laws.

2.3 The Owners Corporation must comply on time and at its cost with its obligations under the community management statement and the by-laws.

2.4 Nothing in the by-laws gives you the Owners Corporation consent to do anything which is prohibited or regulated by the community management statement.

2.5 Wherever necessary, you must obtain consents under the community management statement even if you have already obtained consent under the by-laws.

### 3. Your behavior

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3.1 You must not:

- a. Make noise or behave in a way that might interfere with another owner or occupier or their visitors;
- b. Use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- c. Smoke cigarettes, cigars or pipes while you are on common property or allow smoke from them to enter common property;

## SP72178

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- d. Obstruct a person's legal use of common property;
  - e. Do anything that might damage the good reputation of Northgate Apartments; or
  - f. Do anything in Northgate Apartments that is illegal.
- 3.2 You must be adequately clothed when you are on common property.
- 3.3 You must not allow children in your care to:
- a. Play on common property inside the Northgate Apartments building (e.g common property corridors or stairways); or
  - b. Unless an adult exercising effective control is with them, be in an area of common property that is dangerous for children (e.g the carpark)

### 4. You are responsible for others

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- 4.1 You must:
- a. Make sure your visitors comply with the by-laws;
  - b. Make your visitors leave Northgate Apartments if they do not comply;
  - c. Take reasonable care about who you invite into Northgate Apartments; and
  - d. Accompany your visitors at all times, except when they are entering and leaving Northgate Apartments.
- 4.2 If you lease or license your lot, you must make sure that your tenant or licensee and their visitors comply with the by-laws. You must take all action available to you, including action under the lease or licence agreement, to make them comply or leave Northgate Apartments.
- 4.3 You must not allow another person to do anything that you cannot do under the by-laws.

### 5. Your lot

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- 5.1 You must:
- a. Keep your lot clean, tidy and in good repair and condition;
  - b. Clean the glass in the windows and doors of your lot, even if they are common property. You do not have to clean windows and doors that you cannot access safely;
  - c. Properly maintain and replace an installation or alteration made under the by-laws that services your lot whether or not you made the installation or alteration; and

## SP72178

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- d. At your expense, comply with all laws about your lot including, without limitation, requirements of Wollongong City Council and Government Agencies.
- 5.2 You must comply with the by-laws in the community management statement about the appearance of your lot. In particular, you must comply with by-law 9.4 in the community management statement about:
- a. The colour and design of window coverings in your lot;
  - b. What you may keep on the balcony or terrace of your lot; and
  - c. Where you may not hang washing
- 5.3 You must not:
- a. Operate electronic equipment or a device which interferes with domestic appliances; or
  - b. Install or operate an intruder alarm with an audible signal.

### 6. Floor coverings in your lot

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- 6.1 An owner must keep floors in their lot covered or treated to stop the transmission of noise that might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, laundry or lavatory of the lot.
- 6.2 An occupier must not remove or interfere with floor coverings or treatments in their lot that help to stop the transmission of noise that might unreasonably disturb another owner or occupier.

### 7. How to dispose of your garbage and unwanted items

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- 7.1 You must:
- a. Drain and securely wrap all your household garbage and place it inside the bin located in the bin room at the front of the property designated for your Lot;
  - b. Leave your other garbage inside the bin room at the front of the property designated for your Lot;
  - c. Recycle your garbage according to the Owners Corporation's instructions on the recycling bins located outside the bin room designated for your Lot;
  - d. Drain and clean bottles and make sure they are not broken; and
  - e. Transport large unwanted items, recyclable materials or liquids that are poisonous or dangerous to the environment to the local waste transfer (at your own cost).



## SP72178

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7.2 You must not:

- a. Leave garbage or unwanted items on common property, in fire hose cupboards, in fires stairs or the carpark at the property;
- b. Put items that weigh more than 5 kilograms in the garbage bins at the property;

### 8. Terraces and balconies

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The Owners Corporation may require you, at your cost, to remove items from your terrace or balcony and replace them so that the Owners Corporation may inspect or repair common property.

### 9. Keeping an animal

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#### PART 1 INTERPRETATION

1.1 In this by-law a word which denotes:

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

#### PART 2 KEEPING AN ANIMAL

2.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.

2.2 An owner or occupier of a lot must:

- (a) obtain the approval in writing of the owners corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property; and
- (b) agree in writing with the owners corporation to the conditions referred to in this by-law prior to the animal being introduced to the scheme.

2.3 An owner or occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property other than the animal for which the approval in writing of the owners corporation is obtained.

2.4 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.

2.5 The owners corporation must not unreasonably withhold its approval of the keeping of an animal.

2.6 If an owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot, then the owner or occupier must:

- (a) ensure that the animal is vaccinated with all the common vaccines given to an animal of its type, and is further vaccinated as required;
- (b) ensure that the animal has been treated to prevent fleas, and is further treated as required;

- (c) ensure that the animal is under the owner's control and not left unattended when on the common property;
- (d) ensure that the animal is sufficiently restrained by a leash or a cage at all times if it is necessary to transport the animal across common property;
- (e) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
- (f) not leave food on the common property;
- (g) ensure that the animal (except a small caged bird or fish) is microchipped, desexed and registered with the local Council or any other authority having such jurisdiction;
- (h) advise the owners corporation, in writing, when the animal is no longer residing in the lot; and
- (i) provide evidence to the owners corporation that the lot has been treated for fleas and the carpet professionally cleaned, when the owner or occupier vacates the premises, to the satisfaction of the Owners Corporation.

### **PART 3 CONSENT FROM OWNERS CORPORATION**

3.1 An owner or occupier of a lot who applies for approval to keep an animal on the lot or the common property must provide the following details to the owners corporation including any proposed restraining or management strategies:

- (a) copies of the relevant certifications that the animal is treated to prevent fleas and has had the appropriate vaccinations referred to in clause 2.6(a) of this by-law.
- (b) a photograph of the animal;
- (c) the type of animal;
- (d) the breed of the animal;
- (e) the size of the animal;
- (f) the average height of the animal when fully grown;
- (g) the age of the animal.

3.2 The owners corporation will observe the applicable guidelines published by the local Council when determining a request by an owner or occupier of a lot to keep a dog that is a restricted dog or dangerous as defined under the *Companion Animals Act 1998*.

3.3 The owners corporation may impose additional conditions at the time of giving approval to keep an animal but additional conditions can only relate to protecting an owner or occupier's use and enjoyment of a lot or the common property from unreasonable interference caused by an animal.

3.4 The owners corporation will attempt to make a decision whether or not to give approval to an owner or occupier to keep an animal within a reasonable period of time after receiving such an application.

### **PART 4 CONDITIONS FOR KEEPING AN ANIMAL**

4.1 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the <http://www.legislation.gov.au/> *Disability Discrimination Act* <http://www.legislation.gov.au/> 1992 <http://www.legislation.gov.au/> of the Commonwealth.

4.2 The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:

- (a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
- (b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- (c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or

- (d) the animal repeatedly causes damage to the common property or another lot, or
  - (e) the animal endangers the health of another occupant through infection or infestation, or
  - (f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
  - (g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under section 31 of the *Companion Animals Act 1998*, or (h) for a dog kept on a lot-
  - (i) the owner of the animal fails to comply with an order that is in force under section 32A of the *Companion Animals Act 1998*, or
  - (ii) the animal is declared to be a menacing dog or a dangerous dog under section 34 of the *Companion Animals Act 1998*, or
  - (iii) the animal is a restricted dog within the meaning found in section 55(1) of the *Companion Animals Act 1998*.
- 4.3 If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove the animal within two months of such a request being made by the owners corporation, or such other time as approved by the owners corporation.

#### **PART 5 ANIMAL OWNER RESPONSIBILITIES**

5.1 An owner or occupier of a lot who owns and keeps an animal on the lot or common property is responsible for:

- (a) any noise or odour that their animal makes which causes unreasonable interference or a nuisance;
- (b) any action that their animal does which causes unreasonable interference or a nuisance;
- (c) damage to or loss of property or injury caused to any person caused by the animal; and
- (d) cleaning up after their animal.

### **10. Using the pools**

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- 10.1 You and your visitors may use the common property pools. You must accompany your visitors when they use the pools.
- 10.2 You may use the pools during the hours nominated by the Owners Corporation.
- 10.3 You must make sure that an adult exercising effective control accompanies children under 12 who are in your care when the children use the pools.
- 10.4 You must not:
  - a. Bring glass objects, drinking glasses or sharp objects into the pools or their surrounds;
  - b. Run, play, be noisy or do anything that might be dangerous in the pools or their surrounds;
  - c. Bring food or drink into the pools and their surrounds unless you have consent from the Owners Corporation;
  - d. Hold parties or other functions in the pool or its surrounds unless you have consent from the Owners Corporation; or
  - e. Interfere with, operate or adjust pool equipment without consent from the Owners Corporation.

## SP72178

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### 11. Moving furniture and goods through the building

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11.1 You must:

- a. Notify the Building Manager in writing at least 48 hours before you move furniture or goods through the building;
- b. Move furniture and goods through the building according to the Building Manager and Strata Manager's instructions;
- c. Comply with the Building Manager and Strata Manager's reasonable requirements;
- d. Take reasonable precautions to ensure that you do not damage common property and, in particular, the common property lifts; and
- e. If you use the common property lifts to move furniture or goods through the building, fit protective coverings to the lift walls.

11.2 You must immediately repair any damage you (or your agents or servants) cause to common property or the property of another owner or occupier while you are moving into or out of Northgate Apartments.

### 12. Parking on common property

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You must have consent from the Owners Corporation to park or stand a vehicle on common property.

### 13. Doing building works in Northgate Apartments

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13.1 You must comply with this by-law if you want to:

- a. Do building work in Northgate Apartments;
- b. Do work to services in Northgate Apartments; or
- c. Alter the structure of your lot.

13.2 If you want to change the external appearance of your lot, you must have the Community Association's consent under by-law 9 of the community management statement.

13.3 Before you do the work or alteration, you must:

- a. Get the necessary consents from the Community Association, the Owners Corporation and Government Agencies before you do the work;
- b. If the work or alteration affects common property, get consent from the Owners Corporation unless the alteration is minor and by-law 13.4 applies;

## SP72178

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- c. If you do not need consent to do the work or alteration, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the work or alteration; and
  - d. Use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation.
- 13.4 If you do building works or alterations in Northgate Apartments, you must:
- a. Before you do the work, find out from the Strata Manager where service lines and pipes are located;
  - b. Not damage service lines or pipes or interrupt services;
  - c. Do the work in a proper manner and to the reasonable satisfaction of the Owners Corporation, Government Agencies and, where appropriate, the Community Association;
  - d. Repair any damage you cause to common property or the property of another owner or occupier.
  - e. Ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
  - f. Ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
  - g. Ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
  - h. Ensure that no building materials are stored in a common area,
  - i. Protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
  - j. Clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those areas clean, neat and tidy during the minor renovations,
  - k. Ensure that no contractor's vehicle obstruct the common area including the driveway and carpark areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.
  - l. Ensure the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

## SP72178

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- 13.5 You may do minor work or make minor alterations to the interior of common property structures enclosing your to (i.e. hang pictures or attach items to common property walls or put nails into them).
- 13.6 You must not remove or alter a structural wall.

### 14. Damage to common property

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- 14.1 You must:
- Use common property equipment only for its intended purpose;
  - Immediately notify the Owners Corporation if you know about damage to or a defect in common property; and
  - Compensate the Owners Corporation for any damage to common property caused by you or your visitors.
- 14.2 You must have consent from the Owners Corporation to:
- Interfere with or damage common property or the Owners Corporation's personal property;
  - Use common property as your own garden;
  - Remove equipment or other articles from common property; or
  - Interfere with the operation of common property equipment.
- 14.3 You must not bring heavy items into Northgate Apartments that might cause structural damage to the building.

### 15. Insurance premiums

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- 15.1 You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.
- 15.2 If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for increased premiums.

### 16. Security at Northgate Apartments

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- 16.1 The Owners Corporation must take reasonable steps to:
- Stop intruders coming into Northgate Apartments; and
  - Prevent fires and other hazards

## SP72178

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- 16.2 The Owners Corporation may install and operate in common property audio visual cameras and other audio visual surveillance equipment for the security of Northgate Apartments.
- 16.3 You must not:
- a. Interfere with security cameras or surveillance equipment; or
  - b. Do anything that might prejudice the security or safety of Northgate Apartments.
- 16.4 You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

### 17. Restricting access to common property

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- 17.1 The Owners Corporation may:
- a. Close off or restrict by security keys access to parts of common property that do not give access to a lot;
  - b. Restrict access to recreational facilities; and
  - c. Restrict by security keys your access to levels in the building where you do not own or occupy a lot.
- 17.2 The Owners Corporation may close off or restrict access to common property facilities if this will help to control and administer those facilities.

### 18. Security Keys

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- 18.1 If the Owners Corporation restricts access to parts of common property, the Owners Corporation may give you a security key. The Owners Corporation may charge you a fee or bond if you want extra or replacement security keys.
- 18.2 You must:
- a. Take all reasonable steps not to lose security keys;
  - b. Return security keys to the Owners Corporation if you do not need them or if you move out of the building; and
  - c. Notify the Strata Manager immediately if you lose security keys.
- 18.3 If you lease or licence your lot, you must include a requirement in the lease or licence that the occupier must return security keys to the Strata Manager when they move out of Northgate Apartments.

## SP72178

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- 18.4 You must not:
- a. Copy a security key; or
  - b. Give security keys to someone who is not an owner or occupier.
- 18.5 Security keys belong to the Owners Corporation.

### 19. Fire control

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- 19.1 You and the Owners Corporation must comply with laws about fire control.
- 19.2 You must not:
- a. Interfere with fire safety equipment; or
  - b. Obstruct fire stairs or fire escapes.

### 20. Rules

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- 20.1 The Owners Corporation may make rules about the security, control, management, operation, use and enjoyment of Northgate Apartments and recreational facilities.
- 20.2 The Owners Corporation may add to or change the rules at any time.
- 20.3 You must comply with the rules.

### 21. Consents by the Owners Corporation

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- 21.1 The Owners Corporation may make conditions when it gives you consent to do things under the by-laws. You must comply with the conditions.
- 21.2 The Owners Corporation must give you a written notice specifying when it will enter your lot to do the work. You must:

### 22. Rights of the Owners Corporation if you do not comply with the by-laws

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- 22.1 The Owners Corporation may do anything on your that you should have done under the by-laws but which you have not done or have not done properly.
- 22.2 The Owners Corporation must give you a written notice specifying when it will enter your lot to do the work. You must:
- a. Give the Owners Corporation or persons authorized by it) access to your lot according to the notice and at your cost; and
  - b. Pay the Owners Corporation for its costs for doing the work.



## SP72178

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- 22.3 The Owners Corporation's powers under this by-law are in addition to those that it has under the Strata Schemes Management Act 2015.

### 23. Applications and complaints

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You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

### 24. Staged Development

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- 24.1 The developer will construct and develop Northgate Apartments in two stages. The first stage will be completed when the by-laws are registered. The developer will subdivide lot 79 to create the second stage.
- 24.2 The rights of the developer to subdivide lot 79 and carry out the development and construction works in second stage are contained in the strata development contract. Despite any other provision in the by-laws, the by-laws do not limit or otherwise affect the rights of the developer under the strata development contract to carry out development and construction works in Northgate Apartments.

### 25. Air Conditioning Units

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That, pursuant to Special By Law 1,3. iv) a) Powers & Duties the Owners Corporation makes the following rules with respect to the style, specifications, design and placement of the Air Conditioning Units in a lot or the common property.

1. With respect to those Lots with limited solid balconies:

A Block – units 2, 3, 6, 7, 10, 11, 14 and 15

B Block – units 37, 38, 41, 42, 45, 46, 49, 50, 53, 54, 57 and 58

C Block – units 80, 81, 84, 85, 88, 89, 92, 93, 96, 97, 100 and 101

D Block – units 123, 124, 127, 128, 131, 132, 135 and 136

Any air conditioning installation must be:

- Centered and below the height of the solid balcony wall;
- Ventilated by the installation of an 11 louvered metal vent, the same colour as the balcony paint work and with dimensions of 500 x 500mm installed in the centre of the balcony wall as shown in the attached photograph;
- All associated ducting be run on the inside of the balcony wall and below the balcony wall height and will be compatible (not white) with external wall colour;
- Due to power loading limitations motors shall not exceed 1.5 horse power in size;

## SP72178

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- Equipment previously installed with approval pursuant to Special By-Law I will be exempt from these conditions;
  - All other conditions of Special By Law I to remain.
2. With respect to those Lots with full, open railing balconies:
- A Block – units 9, 12, 13, 16, 17, 24 and 35  
B Block – units 44, 47, 48, 51, 52, 55, 56, 59, 60, 67 and 78  
C Block – units 87, 90, 91, 94, 95, 98, 99, 102, 103, 110 and 121  
D Block – units 130, 133, 134, 137, 138, 145 and 156
- Any air conditioning installation must be:
- To the rear left or right hand side of the balcony and not centered;
  - All associated ducting be run on the inside of the balcony wall and below the balcony wall height and will be compatible (not white) with external wall colour;
  - Due to power loading limitations motors shall not exceed 1.5 horse power in size;
  - Equipment previously installed with approval pursuant to Special By-Law I will be exempt from these conditions;
  - All other conditions of Special By Law I to remain.
3. With respect to all other Lots not mentioned above (25.1 or 25.2) the following shall apply:
- All associated ducting be run on the inside of the balcony wall and below the balcony wall height and will be compatible (not white) with external wall colour;
  - Due to power loading limitations motors shall not exceed 1.5 horse power in size;
  - Equipment previously installed with approval pursuant to Special By-Law I will be exempt from these conditions;
  - All other conditions of Special By Law I to remain.

## 26. Power to install air conditioning units

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### 1. DEFINITIONS

- l) The following term is defined to mean:

**“Air Conditioning Unit”** means an air conditioning system for the purpose of cooling and heating, including (but not limited to) all ancillary structures, piping and ducting.

**“Community Association”** means the community association DP270162.

## SP72178

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

### 2. SCOPE OF BY-LAW

- III) An owner must not install or attach an Air Conditioning Unit to their lot or the common property except in accordance with this by-law.

### 3. POWERS & DUTIES

- IV) The Owners Corporation shall have the following additional powers, authorities, duties and functions:
- a. The power to decide from time to time on the style, specifications, design and placement of the Air Conditioning Units in a lot or the common property;
  - b. The power to enter onto any part of the parcel to inspect an Air Conditioning Unit;
  - c. The power to remove any Air Conditioning Unit installed or attached in breach of this by-law from the defaulting owner.
  - d. The power to recover the costs of removing an Air Conditioning Unit installed or attached in breach of this by-law from the defaulting owner.

### 4. OWNERS OBLIGATIONS

- V) An owner must not install or attach an Air Conditioning Unit to their lot or the common property without the prior written consent of the Owners Corporation or its Executive Committee and the Community Association DP270162.

#### **Maintenance**

- VI) Owners must properly maintain and keep the common property to which the Air Conditioning Unit is attached in a state of good and serviceable repair.
- VII) Owners must properly maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and must replace the Air Conditioning Unit as required from time to time.

#### **Cost of Air Conditioning Unit**

- VIII) The installation, maintenance, repair and replacement of an Air Conditioning Unit will be at the cost of the owners.
- IX) The Air Conditioning Unit will remain the Owner's fixture.

## SP72178

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### Liability

- X) Owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of an Air Conditioning Unit to the common property and will make good that damage immediately after it has occurred.

### Indemnity

- XI) Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of installing an Air Conditioning Unit on the common property including liability under section 65(6) in respect of any property of the owners.

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

1. Balcony and courtyards	<ul style="list-style-type: none"><li>(a) Columns and railings</li><li>(b) Doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li><li>(c) Balcony ceilings (including painting)</li><li>(d) Security doors, other than those installed by an owner after registration of the strata plan</li><li>(e) Original tiles and associated waterproofing, affixed at the time of registration of the strata plan.</li><li>(f) Common wall fencing, shown as a thick line on the strata plan</li><li>(g) Dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li><li>(h) Awnings within common property outside the cubic space of a balcony or courtyard</li><li>(i) Walls of planter boxes shown by a thick line on the strata plan</li><li>(j) That part of a tree which exists within common property</li></ul>
2. Ceiling/Roof	<ul style="list-style-type: none"><li>(a) False ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</li><li>(b) Plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</li><li>(c) Guttering</li><li>(d) Membranes</li></ul>
3. Electrical	<ul style="list-style-type: none"><li>(a) Air conditioning systems serving more than one lot.</li><li>(b) Automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller.</li><li>(c) Fuses and fuse board in meter room</li><li>(d) Intercom handset and wiring service more than one lot</li><li>(e) Electrical wiring serving more than one lot</li></ul>

	<ul style="list-style-type: none"> <li>(f) Light fittings serving more than one lot</li> <li>(g) Power point sockets serving more than one lot</li> <li>(h) Smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) Telephone, television, internet and cable wiring within common property walls</li> <li>(j) Television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) Lifts and lift operating systems.</li> </ul>
4. Entrance door	<ul style="list-style-type: none"> <li>(a) Original door lock or its subsequent replacement</li> <li>(b) Entrance door to a lot including all door furniture and automatic closer.</li> <li>(c) Security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
5. Floor	<ul style="list-style-type: none"> <li>(a) Original floorboards or parquet flooring affixed to common property floors</li> <li>(b) Mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>(c) Original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>(d) Sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>
6. General	<ul style="list-style-type: none"> <li>(a) Common property walls</li> <li>(b) The slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) Any door in a common property wall (including all original door furniture)</li> <li>(d) Skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner’s responsibility)</li> <li>(e) Original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) Ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) Ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) Exhaust fans outside the lot</li> <li>(i) Hot water service located outside located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) Letter boxes within common property</li> <li>(k) Swimming pool and associated equipment</li> <li>(l) Gym equipment</li> </ul>
7. Parking / Garage	<ul style="list-style-type: none"> <li>(a) Carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>(b) Electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) Garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>(d) Mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>

8. Plumbing	<ul style="list-style-type: none"> <li>(a) Floor drain or sewer in common property</li> <li>(b) Pipes within common property wall, floor or ceiling</li> <li>(c) Main stopcock to unit</li> <li>(d) Storm water and on-site detention systems below ground</li> </ul>
9. Windows	<ul style="list-style-type: none"> <li>(a) Windows in common property walls, including window furniture, sash cord and window seal</li> <li>(b) Insect-screens, other than those installed by an owner after the registration of the strata plan</li> <li>(c) Original lock or other lock if subsequently replacement by the owners corporation</li> </ul>

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

1. Balcony and courtyards	<ul style="list-style-type: none"> <li>(a) Awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>(b) That part of a tree within the cubic space of a lot</li> </ul>
2. Ceiling / Roof	<ul style="list-style-type: none"> <li>(a) False ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>
3. Electrical	<ul style="list-style-type: none"> <li>(a) Air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>(b) Fuses and fuse boards within the lot and serving only that lot</li> <li>(c) In-sink food waste disposal systems and water filtration systems</li> <li>(d) Electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>(e) Light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>(f) Telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>(g) Telephone, television, internet and cable service and connection sockets</li> <li>(h) Intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul>
4. Entrance door	<ul style="list-style-type: none"> <li>(a) Door locks additional to the original lock (or subsequent replacement of the original lock)</li> <li>(b) Keys, security cards and access passes</li> </ul>
5. Floor	<ul style="list-style-type: none"> <li>(a) Floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>(b) Lacquer and staining on surface of floorboards or parquet flooring</li> <li>(c) Internal carpeting and floor coverings, unfixed floating floors</li> <li>(d) Mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>
6. General	<ul style="list-style-type: none"> <li>(a) Internal (non-common property) walls</li> <li>(b) Paintwork inside the lot (including ceiling and entrance door)</li> <li>(c) Built-in wardrobes, cupboards, shelving</li> <li>(d) Dishwasher</li> <li>(e) Stove</li> <li>(f) Washing machine and clothes dryer</li> </ul>

	<ul style="list-style-type: none"> <li>(g) Hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>(h) Internal doors (including door furniture)</li> <li>(i) Skirting boards and architraves on non-common property walls</li> <li>(j) Tiles and associated waterproofing affixed to non-common property walls</li> <li>(k) Letterbox within a lot</li> <li>(l) Pavers installed within the lot's boundaries</li> <li>(m) Ducting cover or structure covering a service that serves a single lot</li> </ul>
7. Parking / Garage	<ul style="list-style-type: none"> <li>(a) Garage door remote controller</li> <li>(b) Garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>(c) Light fittings inside the lot where the light is used exclusively for the lot</li> <li>(d) Mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</li> </ul>
8. Plumbing	<ul style="list-style-type: none"> <li>(a) Pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>(b) Pipes and "S" bend beneath sink, laundry tub or hand basin</li> <li>(c) Sink laundry tub and hand basin</li> <li>(d) Toilet bowl and cistern</li> <li>(e) Bath</li> <li>(f) Shower screen</li> <li>(g) Bathroom cabinet and mirror</li> <li>(h) Taps and any associated hardware</li> </ul>
9. Windows	<ul style="list-style-type: none"> <li>(a) Window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>(b) Locks additional to the original (or any lock replaced by an owner)</li> <li>(c) Window lock keys</li> </ul>

### **27. For Sale and Lease signs**

No "For Sale" or Lease signs be placed on any part of the common property or any area visible from the external of the complex.

### **28. Breaching a By Law**

The owner of a lot in Strata plan 72178 who knowingly or unknowingly breaches a By-Law for Strata Plan 72178 shall indemnify the Owners Corporation and the owners and occupiers of the other lots within Strata plan 72178 against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of the said breach.

- (1) An owner or occupier who breaches a by-law of strata plan 72178 shall be informed the breach by the strata manager and asked to stop the conduct that is causing the breach

## SP72178

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(2) An owner or occupier who after 14 days of being informed by the strata manager of a by-law breach continues the breach of the by-law of strata plan 72178 shall be served with a notice to comply with the said by-law by the strata manager

(3) If after 21 days from the serving of the notice to comply the owner or occupier continues to be in breach of the said by-law the Owner's Corporation shall make application to the NSW Civil and Administrative Tribunal (NCAT) for judicature and imposing of penalties

(4) The owner or occupier who is in breach of the said by-law referred to in sections (1), (2) and (3) above shall be liable for any claim for loss or damage suffered by strata plan 72178 as a result of the said breach

(5) The Owners Corporation shall recover from the owner or occupier who is in breach of the by-law any amounts including legal costs which are owed to it pursuant to the indemnity referred to in section 18.4 above as well as the penalty set by NCAT. Payment of any amount which is owed to strata plan 72178 pursuant to section (4) above shall be paid within 30 days of notice being served. Outstanding moneys shall have 10%pa interest charged after the due date.

(3) The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property to which the storage cage is installed; and that part of the common property of the strata plan which is within 10cm of the storage cage.

(4) 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.

(5) 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 storage cage, or the use or maintenance of the storage cage; and

(b) any liability for damage to the Building Works caused by the owners corporation in undertaking any work referred to in Section 122 of the Act or in exercising the power of entry conferred by that section.

(6) 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.

(7) Lot numbers that have the benefit of this by-law:

All Lots



## SP72178

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### **29. Storage of Property in Car Parking Area**

Any owner or occupier of a lot must not store property in the car parking area other than inside a locked storage facility installed in accordance with by-law 30 or by-law 31.

### **30. Over the bonnet storage**

(1) In accordance with the Appearance of Lot by-law, each lot owner is granted permission to install one over the bonnet storage facility in the colour Ironstone. Installation of such a structure is to be carried out at the individual lot owner's expenses with the following conditions:

(a) The installation must be structurally sound and pose no risk of falling and causing damage to persons or property.

(b) The structure must be cleaned regularly and maintained so as to provide uniformity of appearance. Any damages must be repaired within 60 days.

(c) The structure must not impede on any other lot owner's personal space or the common property.

(d) Installation of the structure must not cause a vehicle to be parked outside the car space of the lot.

(2) Before commencing installation of the structure the owners of the lot must consent in writing to the application of this by-law.

(3) 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 structure, or the use or maintenance of the structure; and

(b) any liability for damage to the Building Works caused by the owners corporation in undertaking any work referred to in Section 122 of the Act or in exercising the power of entry conferred by that section.

(4) 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.

## SP72178

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### **31. Storage Chest**

(1) In accordance with the Appearance of Lot by-law, where no over the bonnet locker is installed by the lot owner an Occupier is granted permission to install one lockable outdoor storage chest. Installation of such a structure is to be carried out at the individual's expenses with the following conditions:

(a) The installation must be structurally sound and pose no risk of falling and causing damage to persons or property.

(b) The structure must be cleaned regularly and maintained so as to provide uniformity of appearance. Any damages must be repaired within 60 days.

(c) The structure must not impede on any other lot owner's personal space or the common property.

(d) Installation of the structure must not cause a vehicle to be parked outside the car space of the lot.

(2) Before commencing installation of the structure the owners of the lot must consent in writing to the application of this by-law.

(3) 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 structure, or the use or maintenance of the structure; and

(b) any liability for damage to the Building Works caused by the owners corporation in undertaking any work referred to in Section 122 of the Act or in exercising the power of entry conferred by that section.

(4) 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.

### **32. Access for Inspection of Fire Services**

(1) The following terms are defined to mean:

(a) 'Agents' means the strata managing agent, strata committee or any fire safety contractor or personnel engaged by the owners corporation;

(b) 'Fire safety equipment' means any fire safety measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any fire safety measure listed on the fire safety certificate applicable to the strata scheme;

## SP72178

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(c) 'Fines' or 'Re-inspection fees' includes any fine or charge imposed on the owners corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the owners corporation;

(d) 'Reasonable access' means between the hours of 7.00 am and 7.00 pm Monday to Friday, excluding public holidays.

(e) 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 terms are attributed under that Act.

(2) In relation to the owners corporation's responsibility to obtain annual fire safety statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 122 of the Strata Schemes Management Act 2015 the owner of a lot is responsible for ensuring:

(a) that where necessary the owners corporation or its agents have reasonable access to the owner's lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the owners corporation or their agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

(3) The owners corporation or their agents must provide the occupants of the lot with a minimum of seven (7) days notice that access to the lot is required for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

(4) The owner of a lot shall indemnify the owners corporation against:

(a) any loss or damage that the owners corporation may suffer from fines, re-inspection fees or any other costs that may be incurred by the owners corporation if access to the lot to conduct the necessary fire safety inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in clause (2) of this by-law;

(b) the replacement of faulty fire safety equipment within the lot that is essential for the annual fire safety statement to be issued.

(5) If an owner or occupier of a lot fails to comply with this by-law, then the owners corporation may:

(a) carry out all work necessary to perform the obligation;

(b) enter upon any part of the parcel to carry out that work; and

(c) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charge.

## SP72178

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### **33. Wet Area Renovation**

(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) Pursuant to section 106 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.

### **34. Absolution of Appliance Maintenance**

(1) Pursuant to section 106 of the Strata Schemes Management Act 2015, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

(2) The type of appliances referred to in this By-law shall include, but not be limited to;

(a) Bathroom & Kitchen Exhaust Fans

(b) Alarm Systems

(c) Individual Garage Door Motors

### **35. Exclusive Use Of Items**

(1) Each owner for the time being of each lot in the strata scheme is entitled to exclusive use and enjoyment rights of the special privileges of all lights, light fittings and associated infrastructure, flyscreens, door locks, letterbox locks, window locks, patio locks and I or their working parts within any internal or boundary walls within their respective lots. Each owner is responsible and liable for the maintenance, upkeep, repair, replacement and restoration of the aforesaid items as is necessary for safety, control and good management.



Form: 15CH  
Release: 2.1

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

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

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

(A) TORRENS TITLE	For the common property CP/SP72178	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
	Reference:	
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 72178 certify that a special resolution was passed on 25/5/2022
- (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 Law 9  
Added by-law No. By Law 9  
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 at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 72178 was affixed on 31/8/2022 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: 

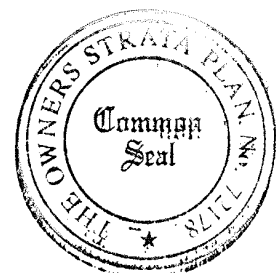
Name: Sharon Nourie

Authority: Strata Manager

Signature:

Name:

Authority:



InfoTrack  
Level 8, 135 King Street  
Sydney NSW 2000

REFERENCE	CERT-2025/74
Issued	10-Jan-2025
Certificate Type	Section 10.7(2) & (5)
Your Reference	25-0009
Council Property Reference	378167

## PLANNING CERTIFICATE

Issued Under Section 10.7 of the Environmental Planning and Assessment Act 1979

PROPERTY DETAILS	Legal	
	Description	Lot 49 SP 72178
	Location	49/214-220 Princes Highway FAIRY MEADOW NSW 2519

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

### SECTION 10.7 (2) DETAILS

As at the date of this certificate, the following prescribed matters under section 10.7(2) of the Act relate to the abovementioned land:

#### 1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land

Wollongong Local Environment Plan 2009

Wollongong Development Control Plan 2009

#### State Environmental Planning Policies

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Exempt and Complying) 2008

State Environmental Planning Policy (Sustainable Buildings) 2023

**(2) The name of each proposed environmental planning instrument and draft development control plan which is or has been subject to community consultation or public exhibition under the Act that will apply to the carrying out of development on the land.**

#### **Draft Development Control Plan 2009 Review**

The Wollongong Development Control Plan 2009 came into force on 3 March 2010. The following draft chapters are available for public exhibition:

A1 Introduction

B4 Development in Business Zones – Wilga Street Block Corrimal

D16 Draft Neighbourhood Plans for various lots – West Dapto Urban Release Area

D16 Draft Neighbourhood Plan - Marshall Vale/Duck Ck

**(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –**

- (a) It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) For a proposed environmental planning instrument, the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

**(4) In this section –**

***proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a Local Environmental Plan.**

## **2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described -

### **Wollongong Local Environment Plan 2009**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

**(a) the identity of the zone (see below)**

**(b) the purposes for which development in the zone (see below) -**

- i. may be carried out without development consent
- ii. may not be carried out except with development consent
- iii. is prohibited

### **R2 Low Density Residential**

#### **1. Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment,
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

## **2. Permitted without consent**

Home occupations.

## **3. Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boat launching ramps; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses, Home industries, Hospitals; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture, Places of public worship; Pond-based aquaculture, Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Signage; Tank-based aquaculture, Veterinary hospitals

## **4. Prohibited**

Any development not specified in item 2 or 3

Note: For subdivision consent requirements see Clause 2.6 of Wollongong Local Environmental Plan 2009.

Demolition of a building or work requires consent see Clause 2.7 of Wollongong Local Environmental Plan 2009.

Development below the mean high water mark requires consent see Clause 5.7 of Wollongong Local Environmental Plan 2009.

**Note: Wollongong Local Environmental Plan 2009 should be consulted to ascertain its full effect on the land.**

### **(c) Whether additional permitted uses apply to the land -**

Nil

### **(d) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling- house on the land, and if so, the fixed minimum land dimensions**

Refer to State Environmental Planning Policy applying to this land.

### **(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 -**

Nil

### **(f) Whether the land is in a conservation area (however described)**

Nil



**(g) Whether an item of environmental heritage (however described) is situated on the land**

Nil

### **3. CONTRIBUTION PLAN**

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans;

#### **Contributions Plan**

##### **Wollongong City-Wide Development Contributions Plan 2024**

This plan levies contributions under Section 7.12 of the *Environmental Planning and Assessment Act 1979 (NSW)*. The contribution is calculated based on the proposed cost of carrying out development and the applicable percentage rate. Where applicable, the requirement to pay contributions will be included in any development consent or complying development certificate issued. Further information is available from Council's website.

#### **Draft Contributions Plan**

Nil

- (2) If the land is in a region within the meaning of the Act, Division 7.1 Subdivision 4
- (a) the name of the region, and
  - (b) the name of the Ministerial planning order in which the region is identified.
- (a) Illawarra-Shoalhaven region
- (b) *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*
- (3) If the land is in special contributions area to which a continued 7.23 determination applies, the name of the area

Nil

- (4) In this section –

Continued 7.23 determination mean a 7.23 determination that –

- (a) has been continued in force by the Act, Schedule 4, Part 1 and
- (b) has not been repealed as provided by that part.

Note – The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

### **4. COMPLYING DEVELOPMENT**

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying Development may or may not be carried out on the land, a statement that—
- (a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: For land to which State Environmental Planning Policy (Transport and Infrastructure) 2021 – Chapter 5 Three Ports applies, Exempt and Complying Development is detailed under clauses 6.5 and 6.6 of this State Environmental Planning Policy.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Subject to the terms of each code, and the zoning of the land, complying development may be carried out for the following codes to the extent that the land has no affectation.

- Part 2 Exempt Development
- Part 3A - Rural Housing Code (RU1, RU2, RU3, RU4, RU6, R5)
- Part 3B - Low Rise Housing Diversity Code (R1, R2, R3, RU5)
- Part 4 - Housing Alterations Code
- Part 4A - General Development Code
- Part 5 – Industrial and Business Alterations Code
- Part 5A – Industrial and Business Buildings Code
- Part 5B - Container Recycling Facilities Code
- Part 6 - Subdivisions Code
- Part 7 - Demolition Code
- Part 8 - Fire Safety Code

(2) Complying development **may not be** carried out on the land to the extent that it is **partially affected by SEPP Resilience and Hazards – Coastal Wetlands and a 100m Buffer Area** because of the provisions of clauses 1.17A, 1.18 or 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code (R1, R2, R3, R4, RU5)

Low Rise Housing Diversity Code (R1, R2, R3, RU5)

Rural Housing Code (RU1, RU2, RU3, RU4, RU6, R5)

Industrial and Business Alterations Code

## 5. EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that -
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land

### **Lot 49 SP 72178**

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

(1) Subject to the terms of each code, and the zoning of the land, exempt development may be carried out for the following codes to the extent that the land has no affectation.

Part 2 - Exempt Development Code

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

(1) Whether the council is aware that -

- (a) an affected building notice is in force in relation to the land, or
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section -

***affected building notice*** has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

***building product rectification order*** has the same meaning as in the Building Products (Safety) Act 2017

Nil.

## **7. LAND RESERVED FOR ACQUISITION**

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Nil

## **8. ROAD WIDENING AND ROAD REALIGNMENT**

**Whether the land is affected by road widening or road realignment under –**

- (a) the Roads Act 1993, Part 3, Division 2, or**
- (b) an environmental planning instrument, or**
- (c) a resolution of the council**

Council has no record that the land is affected by any Road Widening or Road Realignment under:

- a. Part 3 of Division 2 of the *Roads Act 1993*, or
- b. any environmental planning instrument, or
- c. any resolution of the Council.

## **9. FLOOD RELATED DEVELOPMENT CONTROLS**

**(1) If the land or part of the land is within the flood planning area and is subject to flood related development controls.**

### **Lot 49 SP 72178**

The land or part of the land is within the flood planning area and is subject to flood related controls. Please refer to Council's Wollongong LEP 2009 and Wollongong DCP 2009 – Chapters

E13, NSW State Government's Floodplain Development Manual (2005) and any relevant Flood Studies or Floodplain Risk Management Studies and Plans. Further flood information relating to this land may be available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

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

**Lot 49 SP 72178**  
Not Applicable.

**(3) In this clause -**

***flood planning area*** has the same meaning as in the Flood Risk Management Manual.

***Floodplain 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.

Further flood information relating to this parcel of land is available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

Please note that flood information may change following a review of Council's flood study and Floodplain Risk Management Study. As part of the review, design parameters for these studies may change, and therefore the flood levels, velocities and flood risks may vary from the current studies.

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

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding -

- Council has adopted Clause 7.10 of Wollongong Local Environmental Plan 2009 – Development in Areas subject to airport noise.
- Council has adopted “Wollongong Development Control Plan 2009 – Chapter E12 Geotechnical Assessment”.
- Council has adopted Acid Sulfate Maps.
- Council has adopted “Wollongong Development Control Plan 2009 – Chapter E16 Bushfire Management”. The Rural Fire Service has endorsed the Bush Fire Prone Land map.
- Unhealthy Building Land Policy, adopted by the Environmental Protection Authority.
- Council has adopted Wollongong City Council Coastal Zone Study (Cardno, Lawson, Treloar 2010).
- Council has adopted Chapter E20 of Wollongong Development Control Plan 2009 – Contaminated Land Management.

*Note: Further information relating to potential contamination of this parcel of land is available under the section of this certificate titled CONTAMINATED LAND MANAGEMENT ACT 1997. Advice on other relevant matters affecting the land that Council is aware of (including contamination) may be available by application for a separate Planning Certificate issued under section 10.7(5) of the Environmental Planning & Assessment Act 1979.*

- (2) In this section - adopted policy means a policy adopted –
- (a) by the council, or
  - (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

## **11. BUSH FIRE PRONE LAND**

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land
- (2) If none of the land is bush fire prone land, a statement to that effect

The land is **not** recorded in Council's records as bushfire prone land.

## **12. LOOSE-FILL ASBESTOS INSULATION**

**If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect**

For register information contact [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

Nil

## **13. MINE SUBSIDENCE**

**Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.**

The land is not proclaimed to be a mine subsidence district within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).

## **14. PAPER SUBDIVISION INFORMATION**

- (1) The name of a development plan adopted by a relevant authority that—
  - (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.

Nil

- (2) The date of a subdivision order that applies to the land.

Not Applicable.

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

## **15. PROPERTY VEGETATION PLANS**

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

Council has not been notified that the land is affected by a Property Vegetation Plan issued under the *Native Vegetation Act 2003*.

## 16. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by Biodiversity Conservation Trust.

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

Nil

## 17. BIODIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

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

Nil

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

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006*, to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

Council has not been notified of an order.

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

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section -

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

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

Nil

## 20. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

Whether under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 the land is -

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the "public safety area" on the Public Safety Area Map, or

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Not Applicable.

## 21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If *State Environmental Planning Policy (housing) 2021*, chapter 3, Part 5 applied to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that policy, clause 88(2);

Nil

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

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate -
  - a) the period for which the certificate is current, and
  - b) that a copy may be obtained from the Department.
- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).
- (4) In this section— **former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*

Nil

## 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.

Nil

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 provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

## **CONTAMINATED LAND MANAGEMENT ACT 1997**

**Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:**

- (a) that the land to which the certificate relates is significantly contaminated within the meaning of that Act- if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,**
- (b) that the land to which the certificate relates is subject to a management order within the meaning of the Act- if it is subject to such an order at the date when the certificate is issued,**
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,**
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,**
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate**

Council has **not** been advised that:

- a. The land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997
- b. The land is subject to a management order within the meaning of the Contaminated Land Management Act 1997
- c. The land is subject to an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997
- d. The land is subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997
- e. The land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

## **SECTION 10.7 (5) DETAILS**

As at the date of this certificate, the following additional information, provided in good faith pursuant to section 10.7 (5) of the Act, relate to the abovementioned land. Council has selected these matters as those most likely to be of concern but they do not comprise an exhaustive list of matters likely to affect the land.

When information pursuant to section 10.7 (5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7 (6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter referred to in this certificate.

## **RESOLUTION TO PREPARE PLANNING PROPOSAL**

Council on 17 July 2017 resolved to commence the preparation of a draft Planning Proposal to introduce Housing Affordability provisions or SEPP 70 Housing Affordability provisions into the Wollongong Local Environmental Plan 2009. The form of the provisions will be subject to a future report and subsequent community consultation.



## LAND STABILITY

Council's land constraint/stability assessment maps do not show that the land is located in an area where landslip and/or subsidence have occurred, or where land instability is suspected. If you have any doubt as to whether the land is affected by landslip and/or subsidence the services of a suitably qualified engineer should be obtained.

**Note:** the advice provided by Council in respect of the stability of the land is based on information contained in Council's land constraint maps. The maps have been compiled from data received by Council and considered by Council to be reasonably reliable. Council does not warrant that its land constraint maps contain all information ever received by Council relating to the stability of the land.

## FLOOD AND DRAINAGE

### 1 Classification of Flood Risk

From Council records, Council has determined that this property is located within a **Flood Affected – Medium and High Flood Risk area**. The property is within a flood planning area and is thus subject to flood related development controls.

Land that is potentially subject to inundation is classified as low, medium or high flood risk. Council has prepared a development control plan known as Wollongong Development Control Plan 2009 that provides details of flood related development controls that may be applicable.

Where the owner/applicant has detailed survey available which identifies the property to be within another risk precinct or not in one at all, it may be presented to Council for reassessment.

#### Definitions:

#### High Flood Risk (and Interim Riverine Corridor) Precinct

This has been defined as the area within the envelope of land subject to a high hydraulic hazard (in accordance with the provisional criteria outlined in the Floodplain Management Manual) in a 100 year flood event plus all land within a corridor 10m from the top of the creek bank (Interim Riverine Corridor). The high flood risk precinct is where high flood damages, potential risk to life, evacuation problems would be anticipated or development would significantly and adversely effect flood behaviour. Most development should be restricted in this precinct. In this precinct, there would be a significant risk of flood damages without compliance with flood related building and planning controls.

#### Medium Flood Risk Precinct

This has been defined as land below the 100 year flood level (plus 0.5m freeboard) that is not within the High Flood Risk (and Interim Riverine Corridor) Precinct. It is land subject to low hydraulic hazard (in accordance with the provisional criteria outlined by the Floodplain Management Manual). In this precinct there would still be a significant risk of flood damage, but these damages can be minimised by the application of appropriate development controls.

#### Low Flood Risk Precinct

This has been defined as all other land within the floodplain (i.e. within the extent of the probable maximum flood) but not identified within either the High Flood Risk (and Interim Riverine Corridor) or the Medium Flood Risk Precinct, where risk of damages are low for most land uses. The Low Flood Risk Precinct is that area above the 100 year flood (plus 0.5m freeboard) and most land uses would be permitted within this precinct.

### 2. Estimated Flood Levels

Council is aware that it may hold estimated and/or historical flood levels in the vicinity of this property. In order to pursue this matter further, please complete a Flood Level Information Advice form or apply online which are both available on Council website or at Customer Service front counter of the Administration Building. A cost is involved for this service. Payment must be made prior to information being provided.

Please note that flood information may change following a review of Council's flood study and

Floodplain Risk Management Study. As part of the review, design parameters for these studies may change, and therefore the flood levels, velocities and flood risks may vary from the current studies.

## **ACID SULFATE SOILS**

Acid Sulfate Soils Class 4 has been mapped on this land, refer to Clause 7.5 of Wollongong Local Environmental Plan 2009.

Acid Sulfate Soils Class 5 has been mapped on this land, refer to Clause 7.5 of Wollongong Local Environmental Plan 2009.

## **CONTAMINATED LAND**

No advice provided.

## **STATE SIGNIFICANT DEVELOPMENT**

Nil

## **BUILDING LINES**

Wollongong Development Control Plan 2009 details the setbacks applicable to the land.

## **OTHER HERITAGE MATTERS KNOWN TO COUNCIL**

### **Aboriginal Heritage**

All development within the Wollongong Local Government Area is subject to the Aboriginal Heritage requirements of the National Parks and Wildlife Act 1974. To determine if your property is affected by an Aboriginal Site, it is recommended that an Aboriginal Heritage Information Management System (AHIMS) search be undertaken by contacting the AHIMS Administrator on (02) 9995 5000. Further detail on Council's Aboriginal Heritage requirements for Development is contained within Chapter E10 of the Wollongong Development Control Plan 2009.

## **DEVELOPMENT HISTORY**

Application may be made for a Building Certificate under section 10.7B of Environmental Planning and Assessment Act 1979 if written certification of existing buildings on the land is required.

The history of development consent approval applicable to the land may be obtained by consulting the Development Consent Register. Enquiries concerning the register may be made at Council's Customer Service Centre, 41 Burelli Street Wollongong during office hours.

## **LOOSE-FILL ASBESTOS**

Council recommends you make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the Council also strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information.

## **OTHER INFORMATION**

### **Illawarra Shoalhaven Regional Plan**

The Department of Planning and Environment released the Illawarra Shoalhaven Regional Plan 2041.

The land is within SEPP Resilience and Hazards – Coastal Wetlands buffer area.

### **Flood Evacuation Report**

A Flood Evacuation Report outlining effective evacuation measures for egress from the site in the event of a flood situation exists for the land.

### **Business Zone-Cultural Plan and Live Music**

The Wollongong City Centre and Town Centres, play a key role in accommodation cultural, sporting and business uses.

A key to the revitalisation of these centres is to build on these aspects through greater activation and investment beyond 5pm through an evening economy.

Future residents should be aware that these uses may generate noise, odour, traffic and have longer hours of operation, which is part of living in/near a commercial centre

### **Bushfire**

In accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 Clause 1.19A any complying development (except under the Housing Alternation Code) may only be carried out on the lot if the development will not be carried out on any part of the lot that in the bush fire attack level-40 (BAL- 40) or the flame zone (BAL-FZ). In addition, for development specified for the Rural Housing Code any associated access way to the development must be on land that is not in the BAL- 40 or BAL-FZ or grassland.

### **World Triathlon Championships 2025**

The world's best triathletes will be heading to Wollongong in 2025 for the World Triathlon Championships Final. The event runs from 15 to 19 October 2025 and the racecourses vary each day, extending north from WIN Sports and Entertainment Centre to Towradgi and Corrimal. There will be an event precinct at Lang Park, with a bump in-out period of 6 to 26 October 2025.

The highly coordinated event will take place in Belmore Basin, the Wollongong Foreshore and on local streets. To meet safety standards, roads along the route will be temporarily closed while the races are in progress and there will be no parking on the course during road closures.

The Event Organisers and Wollongong City Council are working closely NSW Government agencies, traffic management experts and emergency services to ensure that locals can enjoy the event with minimal disruption. At different times throughout the event, access to residences, businesses and construction sites may be impacted around the route.

If you're likely to be undertaking a renovation or construction in October 2025, please be mindful of the planned parking restrictions, limited access and road closures for 15 to 19 October.

More information about this event will be shared in 2025. Further details [Home - 2025 World Triathlon Championship Wollongong](#)

## **GENERAL INFORMATION**

The following general information is brought to the attention of land owners.

### **1. Tree Management Policy**

Wollongong DCP Chapter E17 - Tree and Vegetation Management along with Council's Tree Management Policy outline Council's requirements for the preservation and management of trees and

other vegetation within the Wollongong Local Government Area. A person must not undertake clearing, pruning or removal of a declared tree or vegetation without development consent through a Development Application, or a Permit granted by Council.

A declared tree is defined as -

- a) Five (5) metres or more in height; or
- b) Have a diameter of 30 cm (300mm) or more measured at ground level.

Please note that:

- A permit is also required for any dead or dying trees.
- Pruning of major structural roots or anchor roots are also subject to a Permit.

Some trees may be exempt and do not require a permit to prune and/or remove them.

Information on permit and development application requirements, including other exemptions please refer to the Wollongong Development Control Plan Chapter E17 – Tree and Vegetation Management.

Further information regarding a tree permit application process and trees and development can be obtained from Council's website: <http://www.wollongong.nsw.gov.au/trees> or by contacting Council's Customer Service on 4227 7111.

## **2. Termite Management for Buildings**

Australian Standards 3660.1-2000 (New Buildings) AS 3660.2-2000 (Existing Buildings) Termite Management, recommends that buildings be inspected and be maintained in order to achieve termite management of buildings. Licensed Pest Control Contractors should be contacted to achieve necessary termite control.

## **3. Lead Paint and Building Renovations**

Your attention is drawn to the hazards associated with lead-based paints during building renovation. Suitable precautions should be taken when removing flaking paint or sanding painted surfaces suspected to have been treated with lead-based paint to prevent contamination of the immediate environment and associated health risk from lead dust.

AS 4361 – Part 2 – Guide to Lead Paint Management – Residential and Commercial.

## **4. Sewage Management Systems**

Where a property has on-site sewage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new owner must obtain an "Approval to Operate" from Council within 3 months of land ownership being transferred or otherwise conveyed.

## **5. Asbestos**

Exposure to asbestos is a serious health hazard. In Australia, asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been prohibited since 31 December 2003. However, asbestos legacy materials still exist in many homes, buildings and other assets and infrastructure.

Council on the 27 October 2014 adopted an Asbestos policy which states Council's commitment to and responsibilities for safely managing asbestos, and provides information for Council and the local community on safely managing asbestos. The policy can be viewed on Council's website: [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au).

## **6. Building Product Use Ban**

On 10 August 2018, the Commissioner of Fair Trading, Department of Finance, Services and Innovation issued, by way of a notice, a Building Product Use Ban under Section 9(1) of the Building Products (Safety) Act 2017. This notice prohibited the use of Aluminium Composite Panels (ACPs) with a core of

greater 30 percent Polyethylene (PE) by mass (“the building product”) in any external cladding, external wall, external insulation, faced or rendered finish in certain classes of buildings under the National Construction Code and subject to certain exceptions. The ban commenced operation on Wednesday 15 August 2018.

You should undertake your own inquiries as to whether any of the Panels referenced in the Building Product Use Ban have been utilised in the building.

This document is authorised by:

**LIS Information Officer - Section 10.7 Planning Certificates**

Wollongong City Council

Telephone (02) 42277111

# Service Location Print

Application Number: 8003988885



Document generated at 09-01-2025 01:00:45 PM

**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

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

## Pipe Types

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

## Further Information

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

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

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

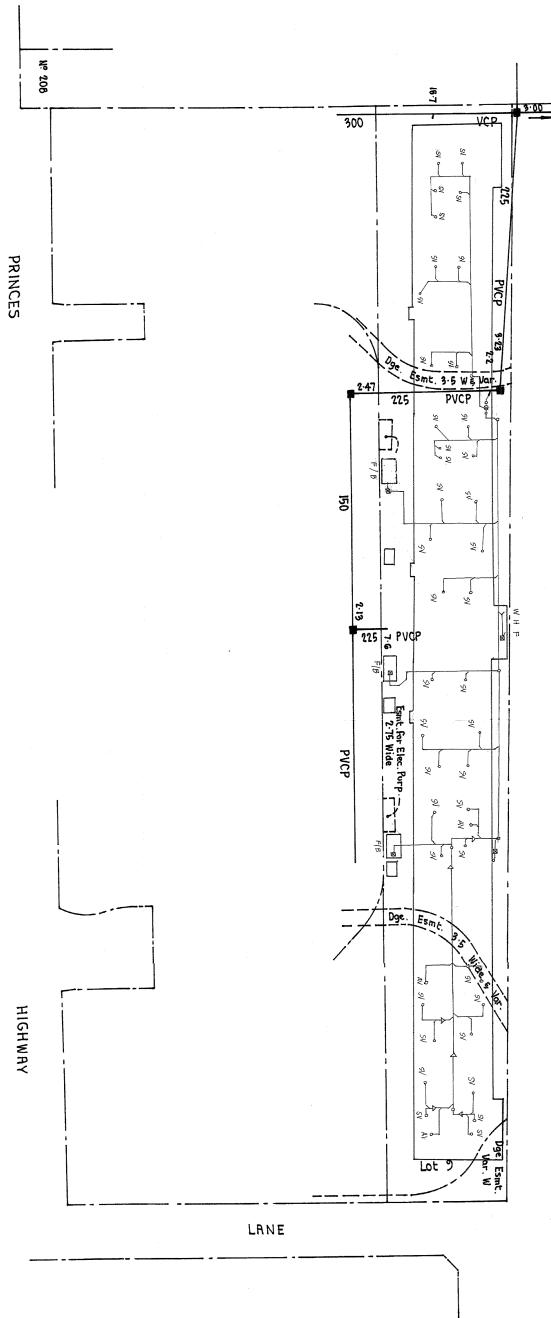
### Disclaimer

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# Sewer Service Diagram

Application Number: 8003988903



**SEWER SERVICE DIAGRAM**

PROJECT: HOLLONGONG BOUNDARY: EREBY MERRIDOW

DATE: 9/15/2010

SCALE: 1:50

PROJECT MANAGER: J. J. J.

DESIGNER: J. J. J.

CHECKED BY: J. J. J.

DATE: 9/15/2010

PROJECT NO: 8003988903

PROJECT NAME: HOLLONGONG BOUNDARY: EREBY MERRIDOW

PROJECT LOCATION: HOLLONGONG BOUNDARY: EREBY MERRIDOW

PROJECT STATUS: PENDING APPROVAL

PROJECT PHASE: DESIGN

PROJECT TYPE: SEWER SERVICE DIAGRAM

PROJECT DESCRIPTION: SEWER SERVICE DIAGRAM FOR HOLLONGONG BOUNDARY: EREBY MERRIDOW

PROJECT OBJECTIVES: TO PROVIDE A SEWER SERVICE DIAGRAM FOR HOLLONGONG BOUNDARY: EREBY MERRIDOW

PROJECT SCOPE: TO PROVIDE A SEWER SERVICE DIAGRAM FOR HOLLONGONG BOUNDARY: EREBY MERRIDOW

PROJECT DELIVERABLES: SEWER SERVICE DIAGRAM

PROJECT CONSTRAINTS: NONE

PROJECT RISK: LOW

PROJECT COMPLIANCE: NONE

PROJECT APPROVALS: NONE

PROJECT COMMENTS: NONE

**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**.

**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 served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <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.

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