

# Contract for the sale and purchase of land 2017 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>Gittoes East Gosford</b> PO Box 4035, EAST GOSFORD NSW 2250	<b>Phone: 4323 3811</b> <b>Fax: 4323 3813</b>
co-agent		
vendor	<b>Robert Martin Forsberg and Despina Joannidis</b> 23 Bellbower Close, Green Point, NSW 2251	
vendor's solicitor	<b>Sandra Miller Conveyancing</b> 25 Clyde Road, Holgate NSW 2250 PO Box 3760, Erina NSW 2250	<b>Phone: 02 4365 5647</b> <b>Fax: 02 4365 5172</b> <b>Ref: SM:2743</b> <b>E:sandra@sandramillerconveyancing.com.au</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the date of this contract</b> <b>3/32 Brougham Street, East Gosford, New South Wales 2250</b> <b>Registered Plan: Lot 3 Plan SP 89086</b> <b>Folio Identifier 3/SP89086</b>	(clause 15)
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 checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: air conditioner		
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)

buyer's agent \_\_\_\_\_ deposit to be invested  NO  Yes

\_\_\_\_\_  
**vendor** \_\_\_\_\_ **witness**

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

\_\_\_\_\_  
**purchaser**  JOINT TENANTS  tenants in common  in unequal shares \_\_\_\_\_ **witness**

**Choices**

- vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes  
**proposed electronic transaction** (clause 30)  NO  yes

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

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

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

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

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

Rosemary Hopping 0402 212 897

**List of Documents****General**

- 1 property certificate for the land  
 2 plan of the land  
 3 unregistered plan of the land  
 4 plan of land to be subdivided  
 5 document that is to be lodged with a relevant plan  
 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)  
 7 section 149(5) information included in that certificate  
 8 sewerage infrastructure location diagram (service location diagram)  
 9 sewer lines location diagram (sewerage service diagram)  
 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract  
 11 section 88G certificate (positive covenant)  
 12 survey report  
 13 building certificate given under *legislation*  
 14 insurance certificate (Home Building Act 1989)  
 15 brochure or warning (Home Building Act 1989)  
 16 lease (with every relevant memorandum or variation)  
 17 other document relevant to tenancies  
 18 old system document  
 19 Crown purchase statement of account  
 20 building management statement  
 21 form of requisitions  
 22 *clearance certificate*  
 23 land tax certificate

**Swimming Pools Act 1992**

- 24 certificate of compliance  
 25 evidence of registration  
 26 relevant occupation certificate  
 27 certificate of non-compliance  
 28 detailed reasons for non-compliance

**Strata or community title (clause 23 of the contract)**

- 29 property certificate for strata common property  
 30 plan creating strata common property  
 31 strata by-laws  
 32 strata development contract or statement  
 33 strata management statement  
 34 leasehold strata - lease of lot and common property  
 35 property certificate for neighbourhood property  
 36 plan creating neighbourhood property  
 37 neighbourhood development contract  
 38 neighbourhood management statement  
 39 property certificate for precinct property  
 40 plan creating precinct property  
 41 precinct development contract  
 42 precinct management statement  
 43 property certificate for community property  
 44 plan creating community property  
 45 community development contract  
 46 community management statement  
 47 document disclosing a change of by-laws  
 48 document disclosing a change in a development or management contract or statement  
 49 document disclosing a change in boundaries  
 50 information certificate under Strata Schemes Management Act 2015  
 51 information certificate under Community Land Management Act 1986

**Other**

- 52

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

**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—SWIMMING POOLS**

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

3/32 BROUHAAGT EAST

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

**3 Deposit-bond**

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

**4 Transfer**

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

**5 Requisitions**

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by *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 *serving* a notice. After the *termination* –  
 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;  
 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and  
 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –  
 9.1 keep or recover the deposit (to a maximum of 10% of the price);  
 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –  
 9.2.1 for 12 months after the *termination*; or  
 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and  
 9.3 sue the purchaser either –  
 9.3.1 where the vendor has *resold* the *property* under a contract made *within* 12 months after the *termination*, to recover –  
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –  
 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;  
 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);  
 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;  
 10.1.4 any change in the *property* due to fair wear and tear before completion;  
 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;  
 10.1.6 a condition, exception, reservation or restriction in a Crown grant;  
 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;  
 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or



- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or  
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –  
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and  
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –  
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;  
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –  
 • the person who owned the land owned no other land;  
 • the land was not subject to a special trust or owned by a non-concessional company; and  
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –  
 14.6.1 the amount is to be treated as if it were paid; and  
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
 The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –  
 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

## 18 Possession before completion

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

## 19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change' in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract;
- or
- a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –



- 30.6.1 *populate the Electronic Workspace with title data;*  
 30.6.2 *create and populate an electronic transfer;*  
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*  
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*  
 30.7.1 *join the Electronic Workspace;*  
 30.7.2 *create and populate an electronic transfer;*  
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*  
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*  
 30.8.1 *join the Electronic Workspace;*  
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable; and*  
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace*  
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*  
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*  
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*  
 30.10.2 *all certifications required by the ECNL are properly given; and*  
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*  
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*  
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*  
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*  
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*  
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*  
  - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the certificate of title; and*
  - *the vendor shall be taken to have no legal or equitable interest in the property.*
- 30.14 *A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.*
- 30.15 *If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things –*  
 30.15.1 *holds them on completion in escrow for the benefit of; and*  
 30.15.2 *must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.*
- 30.16 *In this clause 30, these terms (in any form) mean –*
- |                             |   |
|-----------------------------|---|
| <i>adjustment figures</i>   | <i>details of the adjustments to be made to the price under clause 14;</i>  |
| <i>certificate of title</i> | <i>the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;</i> |
| <i>completion time</i>      | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i>   |

<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

## ADDITIONAL CONDITIONS

*The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. In the interpretation of this document, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.*

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### 31. Notice to Complete

Completion of this matter shall take place on or before 4.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter. The party who serves a Notice to Complete is entitled to recover \$275.00 (inclusive of GST) from the other party towards reimbursement of legal costs and other expenses incurred as a consequence of having served a Notice to Complete. This amount is payable on completion and if the contract does not complete it will be payable as damages.

Such a notice must give not less than 14 days notice after the day on which it is served. A notice to complete of this duration is reasonable and sufficient to make the time for completion essential.

The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime.

### 32. Interest

If:

- (a) the purchaser does not complete by the completion date; and
- (b) the vendor is not in default

then the purchaser must pay to the vendor on completion, in addition to the balance of the purchase money an amount calculated as 10% interest on the balance of the purchase price calculated at a daily rate from the day immediately after the completion date to the day on which this contract is completed.

This amount is a genuine pre-estimate of the vendor's loss of interest on the purchase money and liability for rates and outgoings.

The vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered on settlement.

### 33. Alterations to contract

- 33.1 Clause 14.4.2 is deleted.
- 33.2 Delete the words "plus another 20% of that fee" from 16.5 of the printed clauses.
- 33.3 Delete clause 16.12.
- 33.4 Clause 18.8 is to be added to the printed form as follows:

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

### 34. Introduction of purchaser by estate agent

The purchaser warrants that he was not introduced to the property or the vendor by any real estate agent other than the agent (if any) named on the front page of this contract.

If an estate agent, other than the agent (if any) named on the front page of this contract, recovers commission from the vendor by establishing that he introduced the purchaser to the property or to the vendor then the purchaser is liable to pay to the vendor the commission payable by the vendor and all legal costs incurred by the vendor (including legal costs ordered to be paid by the vendor) when contesting the claim for commission.

### 35. Subsequent events

- 35.1 Without negating or limiting any rights or remedies which would have been available to either party at law or equity had this clause not been included herein, should either party prior to completion:-
- 35.2 Die or become mentally ill or be declared bankrupt, then either party (or, if there is more than one, then any one of them) may rescind this Contract by Notice in writing forwarded to the other party's representative named herein and thereupon this Contract shall be at an end and the provisions of clause 19 hereof shall apply; or
- 35.3 Being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a scheme or arrangement with its creditors, or should a Liquidator, Receiver or Official Manager be appointed in respect thereof then the first mentioned party shall be deemed to be in default hereunder and the other party shall be at liberty to exercise all or any of its rights conferred hereunder upon the first mentioned party's default.

### 36. Service of Documents

The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient

service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:-

- (a) The time of dispatch is not before 5pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
- (b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

### 37. Settlement

- 37.1 Settlement of this matter shall take place wherever the vendor's mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by Sandra Miller Conveyancing, then settlement shall be effected at the office of Sandra Miller Conveyancing. However, should the purchaser not be in a position to settle at the office of Sandra Miller Conveyancing then settlement may be effected in the Sydney CBD at a place nominated by the purchaser so long as the vendor's licensed conveyancers' Sydney Settlement Agents fee is paid by the purchaser.
- 37.2 If the purchaser fails to complete the purchase in accordance with Clause 15 following a scheduled appointment and requires settlement to be rescheduled then the purchaser will allow on settlement the sum of two hundred and seventy five dollars (\$275.00) (including GST). The purchaser acknowledges that payment of such sum is an essential term of the contract.

### 38. Entire Agreement

The purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.

### 39. Release of Deposit

The purchaser agrees that should the vendor or either of them so require, the Purchaser will release the deposit paid to the vendor or either of them on condition that such moneys are used by the vendor or either of them as a deposit to purchase another property. No further authority or consent will be required from the Purchaser other than as contained in this special condition.

40. Guarantee and Indemnity

- 41.1 The director(s) of the purchaser acknowledge that the purchaser has entered into this Contract with the purchaser herein at his request and upon condition that he/she/they "the guarantor:-" guarantees to the Vendor the due and punctual payment of all money payable by the purchaser and the due and punctual compliance by the purchaser with all other terms and conditions to be complied with by the purchaser under this contract; and
- 41.2 Agrees to indemnify against any expense loss or damage which the Vendor may sustain in connection with any failure by the purchaser to duly and punctually perform those obligations.
- 41.3 In respect of the guarantee and indemnity in clause 64 the Guarantor acknowledges and agrees that the guarantee and indemnity:-
- (a) Is continuing and irrevocable while any of the purchasers obligations under this Contract remain unfilled; and
  - (b) Is a primary security and the vendor may call on the Guarantor for payment under this guarantee and indemnity even though no demand has been made on the purchaser; the Vendor may proceed against the Guarantor as though the Guarantors are the party principally liable; and
  - (c) Applies to any variation of this Contract without the need for obtaining the Guarantors specific consent to that variation; and
  - (d) Shall not be affected by any transfer by the Purchaser of its interests under this Contract whether with or without the vendor's consent.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

### Possession and tenancies

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

### Title

6. Subject to the Contract on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?



- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?



FOLIO: 3/SP89086

SEARCH DATE	TIME	EDITION NO	DATE
9/3/2018	3:13 PM	2	21/3/2014

LAND

LOT 3 IN STRATA PLAN 89086  
AT EAST GOSFORD  
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

DESPINA JOANNIDIS  
ROBERT MARTIN FORSBERG  
AS JOINT TENANTS

(T AI459316)

SECOND SCHEDULE (2 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP89086
- AI459317 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP89086

SEARCH DATE	TIME	EDITION NO	DATE
9/3/2018	3:16 PM	1	28/11/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 89086  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT EAST GOSFORD  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF GOSFORD COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP89086

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 89086  
ADDRESS FOR SERVICE OF DOCUMENTS:  
32 BROUGHAM STREET  
EAST GOSFORD, NSW 2250

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 DP1191103 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1191103 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 30)

STRATA PLAN 89086

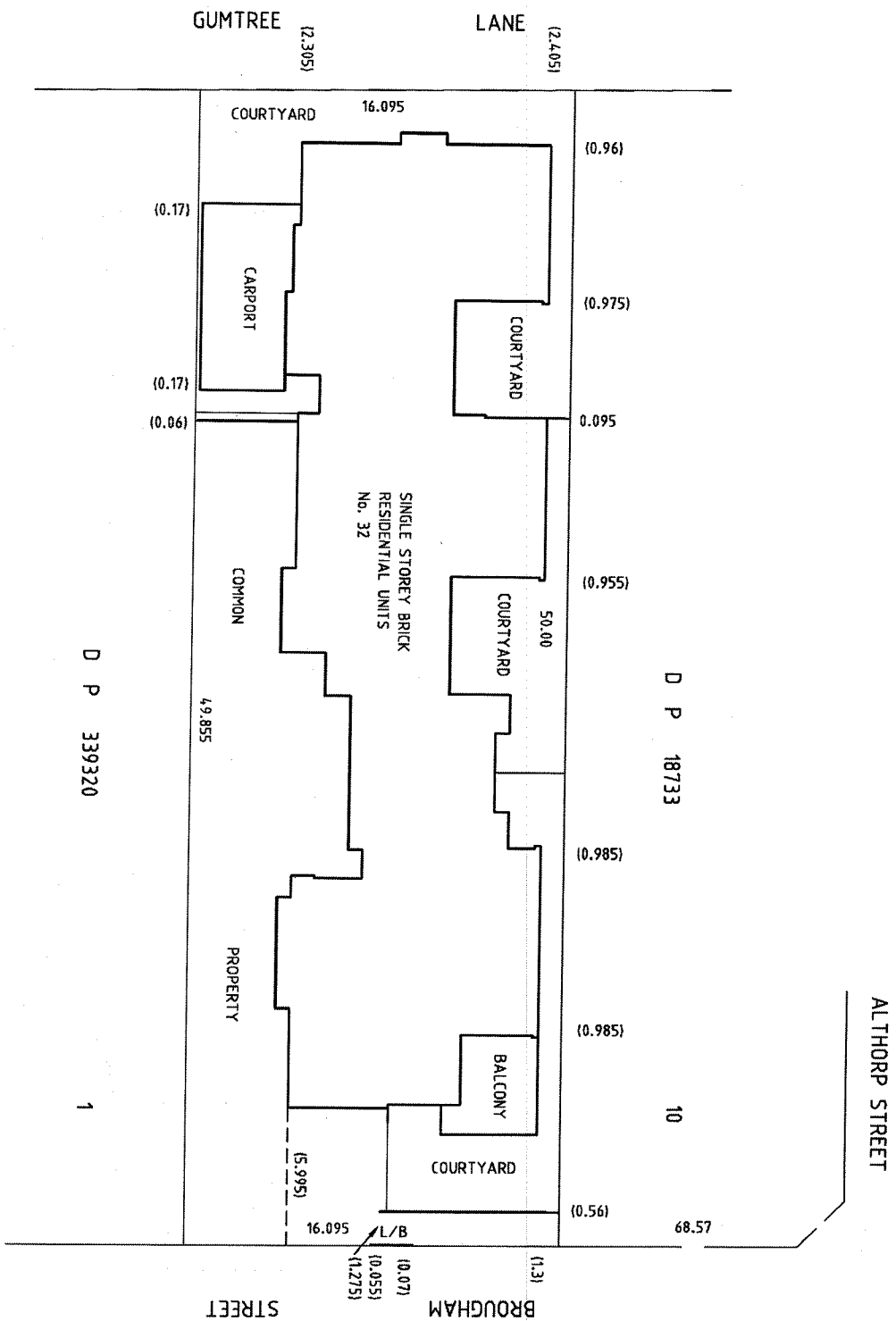
LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

LOCATION PLAN



Surveyor: GLEN B. CAHILL  
 Surveyor's Ref: C21137  
 Subdivision No: 44017/2013  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 28.11.2013

SP89086

GROUND FLOOR

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

THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 2.4m ABOVE AND TO 2m BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT EXCEPT WHERE COVERED.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.4 ABOVE THEIR UPPER FLOOR SURFACE EXCEPT WHERE COVERED.

ANY SERVICE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.

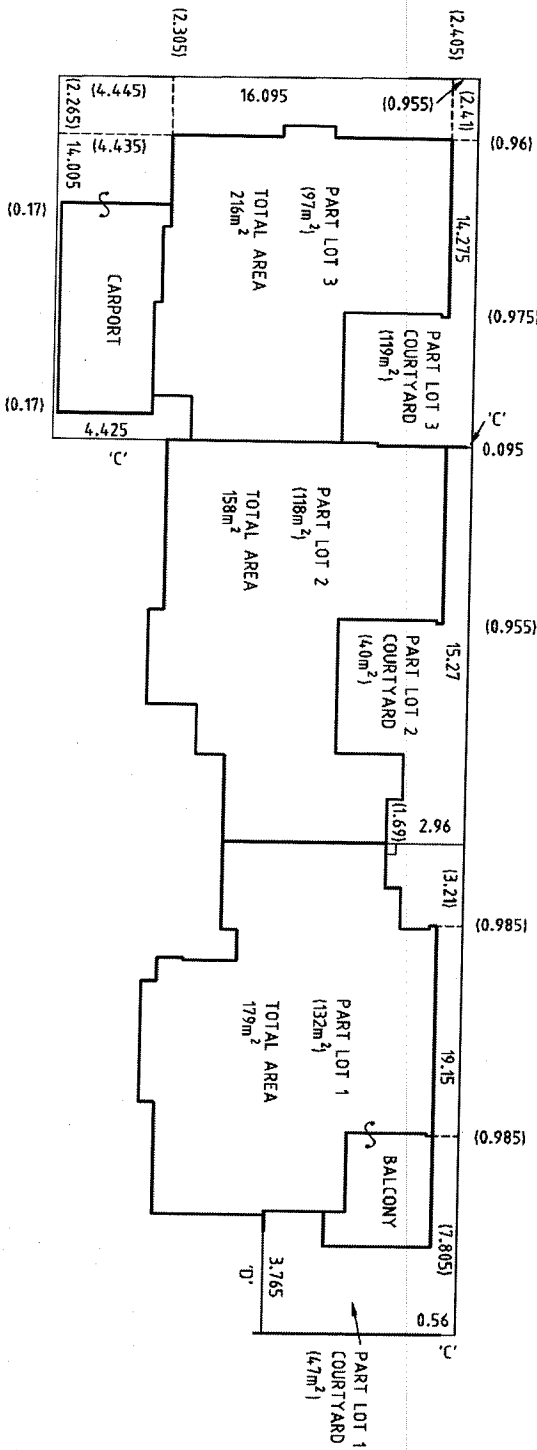
THE STRUCTURE OF HARDSTAND & PAVED AREAS IN THE COURTYARD OF EACH LOT IS COMMON PROPERTY.

THE STRUCTURE OF THE REMAINING WALLS IN THE COURTYARD OF EACH LOT IS COMMON PROPERTY.

THE STRUCTURE OF THE CARPORT IS COMMON PROPERTY.

THE HOT WATER SYSTEM IN THE COURTYARD OF EACH LOT IS COMMON PROPERTY.

THE WATER TANK IN THE COURTYARD OF EACH LOT IS COMMON PROPERTY.



'C' PROLONGATION OF SOUTH WESTERN FACE OF WALL  
 'D' PROLONGATION OF NORTH WESTERN FACE OF WALL  
 L SIGNIFIES RIGHT ANGLE

Surveyor: GLEN B. CAHILL  
 Surveyor's Ref: C21137  
 Subdivision No: 44017/2013  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 28.11.2013

SP89086

**STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection**

ePlan

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 1 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  28.11.2013  
 Purpose: STRATA PLAN



**SP89086 S**

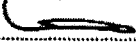
**PLAN OF SUBDIVISION OF LOT 1 IN DP  
 DP1191103**

LGA: GOSFORD  
 Locality: EAST GOSFORD  
 Parish: GOSFORD  
 County: NORTHUMBERLAND

**Strata Certificate (Approved Form 5)**

- (1) The Council of GOSFORD  
 The Accredited Certifier  
 Accreditation No. ....  
 has made the required inspections and is satisfied that the requirements of;  
 (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012,  
 (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes(Leasehold Development) Regulation 2012,  
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.  
 (2) ~~The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~  
 (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.  
 (4) The building encroaches on a public place and;  
 (a) The Council does not object to the encroachment of the building beyond the alignment of .....  
 (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.  
 (5) This approval is given on the condition that lot(s) ^ ..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 07.11.2013  
 Subdivision No. 44017/2013  
 Relevant Development Consent No. 44017  
 issued by GOSFORD COUNCIL

  
 Authorised Person /General Manager/Accredited Certifier

\* Strike through if inapplicable.  
 ^ Insert lot numbers of proposed utility lots.

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

**The Owners – Strata Plan No 89086  
 32 Brougham Street, EAST GOSFORD NSW 2250**

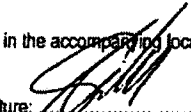
The adopted by-laws for the scheme are:

- \* ^ ..... Residential ..... Model By-laws.  
 \*together with, Keeping of animals: Option \*B  
 \*By-laws in \_\_\_\_\_ sheets filed with plan.
- \* strike out whichever is inapplicable
- ^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)

**Surveyor's Certificate (Approved Form 3)**

I, GLEN B CAHILL  
 of CAHILL & CAMERON SURVEYORS OF GOSFORD  
 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:

- (1) Each applicable requirement of  
 \* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met  
 \* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~  
 (2) ~~(a) The building encroaches on a public place;~~  
 (b) ~~The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ ..... to permit the encroachment to remain.~~  
 (3) The survey information recorded in the accompanying location plan is accurate.

  
 Signature: .....  
 Date: 17/9/13

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

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


**SURVEYOR'S REFERENCE: C21137**

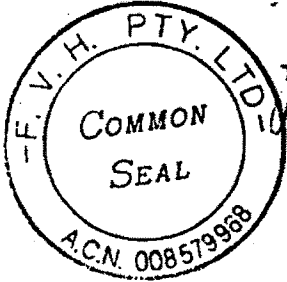
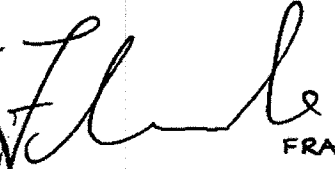

**STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection**

ePlan



**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p><b>Registered:</b>  28.11.2013</p> <p><b>PLAN OF SUBDIVISION OF LOT 1 IN DP DP1191103</b></p> <p>Subdivision Certificate number: <u>44017/2013</u>                  Date of endorsement: <u>07.11.2013</u></p>	<p style="text-align: right;">Use Only</p> <p style="font-size: 2em; text-align: center;"><b>SP89086</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A Schedule of Unit Entitlements.</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.</li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>.</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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LOT NO.	ENTITLEMENT		
1	10		 (DIRECTOR) FRANCIS ILLYA WANKE
2	10		 (SECRETARY) MAREE LOUISE WANKE
3	10		
AGGREGATE	30		

Signed at Sydney the 8th day of Nov 2013 For Commonwealth Bank of Australia AEN 48 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4297 No 297

Witness   
**Joanna Burn**  
  
**Xylia Quek**  
 150 George Street Parramatta

If space is insufficient use additional annexure sheet.

Surveyor's Reference: C21137

ePlan

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

(Sheet 1 of 6 Sheets)

Plan: **DP1191103**

Plan of Redefinition of Lot 11 in Deposited Plan 18733 covered by Subdivision Certificate Number of

Full name and address of owner of the land:

F.V.H. Pty Limited  
 51 Serpentine Road  
 TERRIGAL NSW 2260

**PART 1 (Creation)**


Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), roads(s), bodies or Prescribed Authorities:
1	Restriction on the use of land	1	Gosford City Council
2	Positive Covenant	1	Gosford City Council

**PART 2 (Terms)**

**1. Terms of Restriction on the use of land firstly referred to in abovementioned plan**

1.1 The proprietor of the land hereby burdened shall in respect of the land hereby burdened identified on the abovementioned Plan as "stormwater drainage detention system":

- a. not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the system;
- b. except in accordance with the written approval of the Council not allow any building, erection or structure to be constructed or allowed to remain constructed or placed on the system;
- c. not carry out or allow to be carried out any change of land profile or earthworks on the system;
- d. not carry out or allow to be carried out any alterations to the system including surface levels, controlled outflows, grates, pipes, orifice plate, mesh screen or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the system.

  
 .....Authorised person  
 Gosford City Council



Plan: **DP1191103**

Plan of Redefinition of Lot 11 in Deposited Plan  
18733 covered by Subdivision Certificate Number  
of

1.2 Unless inconsistent with the context words

"System" means in relation to the lot burdened the stormwater drainage detention basin or tank constructed or to be constructed on the lot burdened including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks basins and other surfaces designed to temporarily detain and control stormwater located on that part of the burdened lot identified on the abovementioned Plan as "stormwater drainage detention system or used as part of that system".

"Proprietor" includes the registered proprietor of the burdened lot from time to time and all of his heirs, executors, assigns and successors in title to the burdened lot and where there are two or more registered proprietors of the burdened lot the terms of this restriction on use shall bind all those registered proprietors jointly and severally.

"Council" means the Gosford City Council or its successor.

1.3 The proprietor of the land hereby burdened shall in respect of the land hereby burdened which contains a "nutrient control system":

- (a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the system;
- (b) except in accordance with the written approval of the council not allow any building, erection or structure to be constructed or allowed to remain constructed or placed on the system;
- (c) not carry out or allow to be carried out any alteration to the system including litter baskets, sand layer, walls, grates, pipes or any other materials or elements thereof outside those normally required for the maintenance and proper function of the system.

1.4 Unless inconsistent with the context


"System" means in relation to the lot burdened the nutrient control system constructed or to be constructed on the lot burdened including all ancillary, litter baskets, sand layers, pipes, walls, grates, and other services designed to control nutrients located on that part of the burdened lot.

"Proprietor" includes the registered proprietor of the burdened lot from time to time and all of his heirs, executors, assigns and successors in title to the burdened lot and where there are two or more registered proprietors of the burdened lot the terms of this restriction on use shall bind all those registered proprietors jointly and severally.

"Council" means the Gosford City Council or its successor.

**Terms of Positive Covenant of land secondly referred to in abovementioned plan**

2.1 The proprietor of the land hereby burdened shall at all time in respect of the land hereby burdened identified on the abovementioned plan which contains a "stormwater drainage detention system" and in respect of any other part of the land hereby burdened on which any part of the system is constructed or located:

  
.....Authorised person  
Gosford City Council

Lengths are in metres

ePlan  
(Sheet 3 of 6 sheets)

Plan: **DP1191103**

Plan of Redefinition of Lot 11 in Deposited Plan  
18733 covered by Subdivision Certificate Number  
of

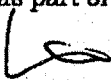
- (a) permit stormwater to be temporarily detained by the system;
- (b) regularly keep the system clean and free from grass clippings, silt, rubbish, debris and the like;
- (c) maintain the system to ensure a maximum outflow from the system and a minimum pondage in accordance with plans duly approved by Council;
- (d) ensure that the system at all times includes an overflow to direct any excess flow to the downstream drainage system;
- (e) maintain, repair and replace the system or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;
- (f) comply with the terms of any written notice by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;
- (g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency);
  - to view the state of repair of the system;
  - to ascertain whether or not there has been any breach of the terms of this Positive Covenant;
  - to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;
- (h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the system or any failure of the proprietor to comply with the terms of this Positive Covenant.

**2.2 The Council shall have the following additional powers:**

- a. In the event that the proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of an emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 2.1 (f) above or to alleviate the emergency.
- b. The Council may recover from the proprietor as a liquidated debt in a court of competent jurisdiction:
  - any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof;
  - legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act, 1919 or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

**2.3 In Clause 2.1 and 2.2 unless inconsistent with the context:**

"System" means in relation to the lot burdened the stormwater drainage detention basin or tank constructed or to be constructed on the lot burdened including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks basins and other surfaces designed to temporarily detain and control stormwater located on that part of the burdened lot identified on the abovementioned Plan as "stormwater drainage detention system or used as part of that system".

  
.....Authorised Person  
Gosford City Council

ePlan  
(Sheet 4 of 6 Sheets)

Plan: **DP1191103**

Plan of Redefinition of Lot 11 in Deposited Plan  
18733 covered by Subdivision Certificate Number  
of

"Proprietor" includes the registered proprietor of the burdened lot from time to time and all of his heirs, executors, assigns and successors in title to the burdened lot and where there are two or more registered proprietors of the burdened lot the terms of this positive covenant shall bind all those registered proprietors jointly and severally.


"Council" means the Gosford City Council or its successor.

2.4 The proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened which contains a "nutrient control system" and in respect of any other part of the land hereby burdened on which any part of the system is constructed or located:

- (a) permit stormwater to be filtered by the system;
- (b) regularly keep the system clean and free from grass clippings, silt, rubbish, debris and the like;
- (c) maintain the system to ensure a maximum outflow from the system;
- (d) ensure that the system at all times includes an overflow to direct any excess flow to the downstream drainage system;
- (e) maintain, repair and replace the system or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;
- (f) comply with the terms of any written notice issued by council in respect of the requirements of this Positive Covenant within the time stated in the notice
- (g) permit the council to enter upon the burdened lot or part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of emergency):
  - (i) to view the state of repair of the system;
  - (ii) to ascertain whether or not there has been any breach of the terms of this positive covenant;
  - (iii) to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;
- (h) indemnify and keep indemnified the council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the council or any other person may suffer as a result of any malfunction or non operation of the system or any failure of the proprietor to comply with the terms of this positive covenant.

2.5 The Council shall have the following additional powers:

- a. In the event that the proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of an emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 2.4 (f) above or to alleviate the emergency.
- b. The Council may recover from the proprietor as a liquidated debt in a court of competent jurisdiction:
  - any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof;

  
.....Authorised Person  
Gosford City Council

Plan: **DP1191103**

Plan of Redefinition of Lot 11 in Deposited Plan  
18733 covered by Subdivision Certificate Number  
of

- legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act, 1919 providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

2.6 In Clause 2.4 and 2.5, unless inconsistent with the context:

"System" means in relation to the lot burdened the nutrient control system constructed or to be constructed on the lot burdened including all ancillary, litter baskets, sand layers, pipes, walls, grates, and other services designed to control nutrients located on that part of the burdened lot.

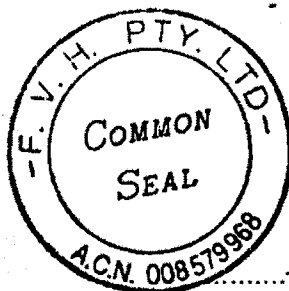
"Proprietor" includes the registered proprietor of the burdened lot from time to time and all of his heirs, executors, assigns and successors in title to the burdened lot and where there are two or more registered proprietors of the burdened lot the terms of this positive covenant shall bind all those registered proprietors jointly and severally.

"Council" means the Gosford City Council or its successor.

**Name of Authority empowered to release, vary or modify any Positive Covenant and Restriction on the Use of Land referred to in the abovementioned Plan**

Gosford City Council

THE COMMON SEAL of F.V.H. PTY LIMITED was hereunto affixed in the Presence of its Board of Directors:



*[Signature]*  
.....  
Director  
FRANCIS ILLYA WANKE

*[Signature]*  
.....  
Secretary  
MAREE LOUISE WANKE

*[Signature]*  
.....  
Authorised Person  
Gosford City Council

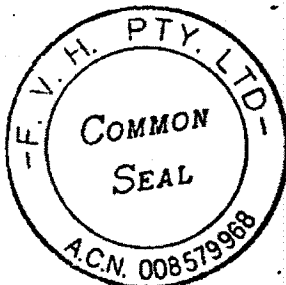
# DP1191103

ePlan  
(Sheet 6 of 6 Sheets)

Plan:

Plan of Redefinition of Lot 11 in Deposited Plan  
18733 covered by Subdivision Certificate Number  
of

THE COMMON SEAL of F.V.H. PTY LIMITED was hereunto affixed in the Presence of its Board of Directors:



*[Signature]*  
.....  
Director  
FRANCIS ILLYA WANKE

*[Signature]*  
.....  
Secretary  
MAREE LOUISE WANKE

I certify that an authorised officer of Gosford City Council who is personally known to me or as to whose identity I am otherwise satisfied signed this document in my presence.

Signature of witness: *[Signature]*  
.....

Signature of authorised officer: *[Signature]*  
.....

Name of witness: ROYCE MADDY  
.....

Name of authorised officer: MICHELE RICHIE  
.....

Address of witness: 49 MANNING ST GOSFORD  
.....

Position of authorised officer: **Manager Business Services**  
.....

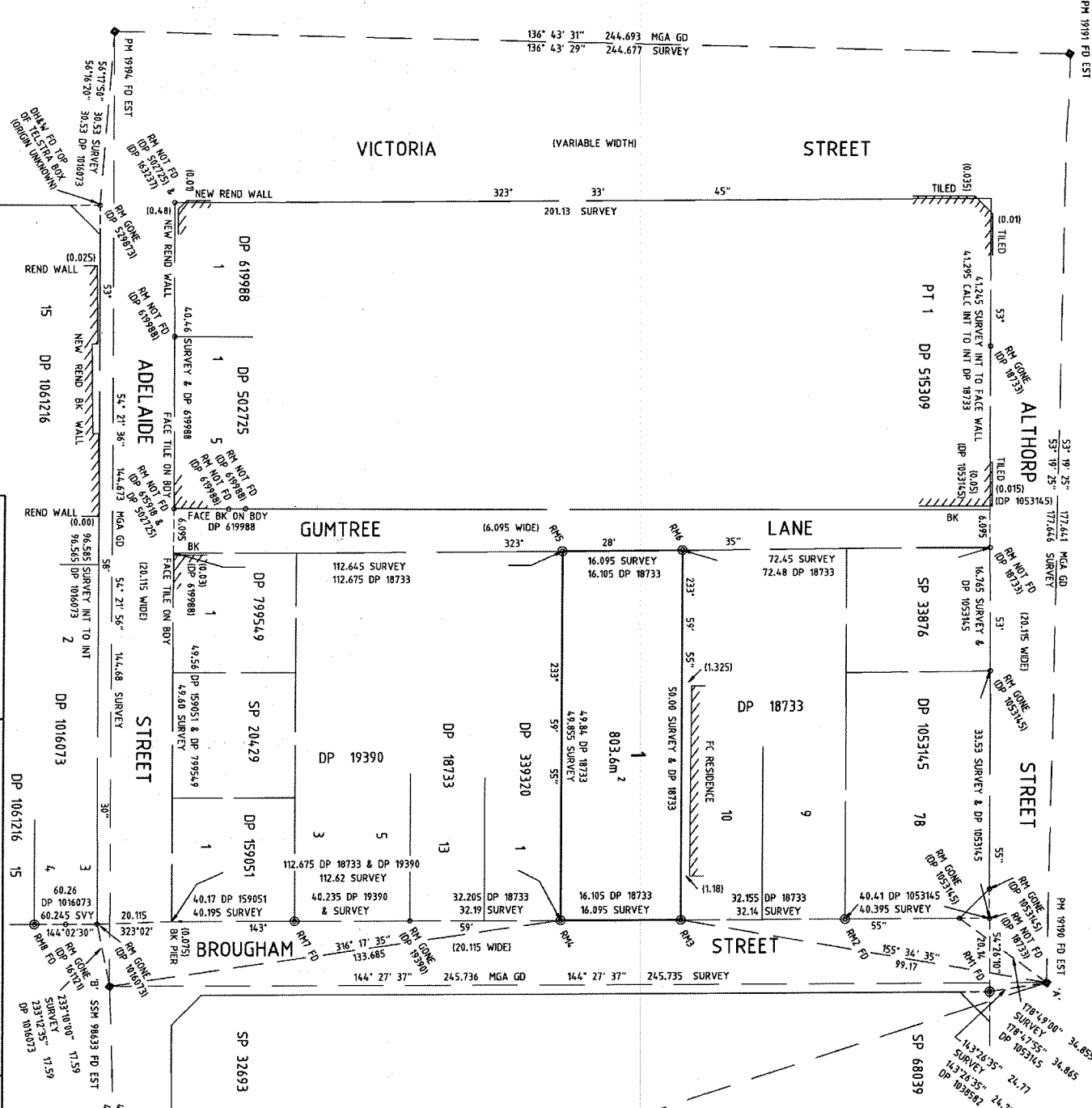
*[Signature]*

..... Authorised Person  
Gosford City Council

Signed at Sydney the <sup>8<sup>th</sup></sup> day of  
Nov 2013 For Commonwealth  
Bank of Australia ABN 48 123 123 124 by its  
duty appointed Attorney under Power of  
Attorney Book 4297 No 297 *[Signature]*

Witness **Joanna Burn**

**Xylia Quek**  
150 George Street Parramatta



CLAUSE 35(1)(b) & CLAUSE 6(1)(2) OF SURVEYING AND SPATIAL INFORMATION REGULATION 2006

MARK	MGA EASTING	MGA NORTHING	ZONE	CLASS	ORDER	METHOD	ORIGIN
SSM 77242	347794.340	629028.354	56	B	2		SCMS
SSM 98633	347120.142	629085.010	56	C	4		SCMS
PM 19190	346977.320	629150.445	56	B	4		SCMS
PM 19191	346834.685	629044.354	56	C	2		SCMS
PM 19194	347002.281	629886.220	56	B	2		SCMS

COMBINED SEA LEVEL & SCALE FACTOR: 0.999883  
 SCMS INFORMATION 4 JULY 2013

REFERENCE MARKS

No.	TYPE	BEARING	DIST.	ORIGIN
RH1	Drill hole & wing fd	96°35'00"	2.595	DP 1038582
RH2	Drill hole & wing fd	232°57'30"	16.555	DP 1053145
RH3	Drill hole & wing	243°29'20"	17.215	Placed
RH4	Drill hole & wing	241°00'20"	16.515	Placed
RH5	Drill hole & wing	319°11'20"	5.717	Placed
RH6	Drill hole & wing	165°29'50"	2.17	Placed
RH7	Drill hole & wing	233°59'55"	0.455	DP 19390
RH8	Drill hole & wing	234°00'10"	1.815	DP 1016073

Surveyor: GLEN B. CAHILL  
 Date of Survey: 17.09.2013  
 Surveyor's Ref: C21137

PLAN OF REDEFINITION OF LOT 11 IN D.P. 18733


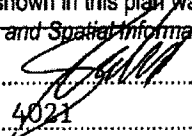
LGA: GOSFORD  
 Locality: EAST GOSFORD  
 Subdivision No: —  
 Lengths are in metres. Reduction Ratio 1400

Registered  
 28.11.2013

DP1191103

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Registered:  28.11.2013</p> <p>Title System: TORRENS</p> <p>Purpose: REDEFINITION</p>	<p>Office Use Only</p> <p>Use Only</p> <h1 style="font-size: 2em;">DP1191103</h1>
<p><b>PLAN OF REDEFINITION OF LOT 11 IN DP 18733</b></p>	<p>LGA: GOSFORD</p> <p>Locality: EAST GOSFORD</p> <p>Parish: GOSFORD</p> <p>County: NORTHUMBERLAND</p>
<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p><b>Survey Certificate</b></p> <p>I, GLEN BRIAN CAHILL ..... of CAHILL &amp; CAMERON OF GOSFORD ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 17/9/2013 .....</i></p> <p><del><i>*(b) The part of the land shown in the plan (*being* excluding ^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</i></del></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature:  ..... Dated: 17/9/2013.....</p> <p>Surveyor ID: 4021 .....</p> <p>Datum Line: 'A'-'B' .....</p> <p>Type: *Urban</p> <p>The terrain is *Level-Undulating</p> <p><i>*Strike through if inapplicable.</i></p> <p><i>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>
<p><b>Subdivision Certificate</b></p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p><i>*Strike through if inapplicable.</i></p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 18733    DP 502725    DP 529873    DP 163237</p> <p>DP 1053145    DP 619988    SP 20429</p> <p>DP 339320    DP 1061216    SP 32693</p> <p>DP 19390    DP 515309    SP 33876</p> <p>DP 799549    DP 1038582    SP 68039</p> <p>DP 159051    DP 1016073    DP 161121</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	<p>Surveyor's Reference:C21137</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p></p>


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

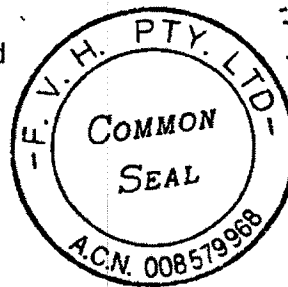
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  28.11.2013</p> <p><b>PLAN OF REDEFINITION OF LOT 11 IN DP 18733</b></p> <p>Subdivision Certificate number: _____</p> <p>Date of Endorsement: _____</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 24pt; text-align: center;"><b>DP1191103</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Pursuant to Sec 88B of the Conveyancing Act 1919-1964 it is intended to create:

1. Restriction on the use of land
2. Positive Covenant



*[Signature]*  
 (DIRECTOR)  
 FRANCIS ILLYA WANKE

*[Signature]*  
 (SECRETARY)  
 MAREE LOUISE WANKE

Signed at Sydney the 3th day of Nov 2013 For Commonwealth Bank of Australia AEN 48 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4297 No 297 *[Signature]*

Witness **Joanna Burn**

**Xylia Quek** *[Signature]*  
 150 George Street Parramatta

*[Signature]*  
 \_\_\_\_\_  
 Authorised Person  
 GOSFORD CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference:C21137



# Strata Schemes Management Regulation 2010

[2010-492]

New South Wales

## Status Information

### Currency of version

Repealed version for 1 March 2016 to 29 November 2016 (accessed 9 March 2018 at 15:25).  
Legislation on this site is usually updated within 3 working days after a change to the legislation.

### Provisions in force

The provisions displayed in this version of the legislation have all commenced. See Historical notes

### Repeal:

This Regulation was repealed by sec 275 (b) of the *Strata Schemes Management Act 2015* No 50 with effect from 30.11.2016.

### Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the *Interpretation Act 1987*.

File last modified 30 November 2016.

# Strata Schemes Management Regulation 2010

[2010-492]

New South Wales

## Contents

### Part 1 Preliminary

- 1 Name of Regulation
- 2 Commencement
- 3 Definition
- 4 Notes

### Part 2 Records and accounts

- 5 Accounting records
- 6 Receipts
- 7 Cash record
- 8 Levy register
- 9 Inspection of records of strata managing agent
- 10 Additional documents to be given to owners corporation by original owner or lessor at first annual general meeting

### Part 3 Insurance

- 11 (Repealed)
- 12 Calculation of insured amount under damage policy

### Part 4 Restrictions on exercise of functions by owners corporations and executive committees

- 13 Restriction on delegation of certain functions
- 14 Quotations required by large strata schemes
- 15 Exemptions from need for approval for certain legal action

### Part 5 Election of executive committee of owners corporation

- 16 Application of Part
- 17 Election of executive committee
- 18 Ballot for executive committee

### Part 6 Fees

- 19 Fees
- 20 Waiver and remission of fees

### Part 7 Proceedings of Tribunal

- 21 Time limit for certain applications to vary or revoke order of Tribunal
- 22 (Repealed)

### **Part 8 Mediation**

- 23 Directions of Director-General
- 24 Attendance and representation
- 25 Costs
- 26 Termination

### **Part 9 Miscellaneous**

- 27 Model by-laws
- 28 Forms and certificates
- 29 Monetary limit on exercise of priority vote
- 30 Extension of section 75A of Act to all owners corporations
- 31 Window safety devices
- 32 Notification by owners of window safety devices

### **Schedule 1 Fees**

### **Schedule 2 Model by-laws for residential strata schemes**

### **Schedule 3 Model by-laws for retirement villages schemes**

### **Schedule 4 Model by-laws for industrial schemes**

### **Schedule 5 Model by-laws for hotel/resort schemes**

### **Schedule 6 Model by-laws for commercial/retail schemes**

### **Schedule 7 Model by-laws for mixed use schemes**

### **Schedule 8 Forms**

### **Schedule 9 Savings and transitional provisions**

### **Historical notes**

# Strata Schemes Management Regulation 2010

New South Wales

## Part 1 Preliminary

### 1 Name of Regulation

This Regulation is the *Strata Schemes Management Regulation 2010*.

### 2 Commencement

This Regulation commences on 1 September 2010.

**Note.** This Regulation replaces the *Strata Schemes Management Regulation 2005* which is repealed on 1 September 2010 by section 10 (2) of the *Subordinate Legislation Act 1989*.

### 3 Definition

In this Regulation:

*banking records* means the accounting records required to be kept under clause 5 (1) (b).

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

### 4 Notes

Notes in the text of this Regulation do not form part of this Regulation.

## Part 2 Records and accounts

### 5 Accounting records

- (1) The accounting records required to be kept for the purposes of section 103 of the Act are:
  - (a) receipts consecutively numbered, and
  - (b) passbook, deposit book or statement of deposits and withdrawals for the account of the owners corporation, and
  - (c) a cash record, and
  - (d) a levy register.
- (2) The treasurer must keep separate accounting records for the administrative fund and the sinking fund.
- (3) Subject to the other provisions of this Part, the accounting records may be kept by mechanical, electronic or other means.

### 6 Receipts

- (1) The treasurer of an owners corporation must issue a receipt for each payment of money received by the treasurer on behalf of the owners corporation.
- (2) Each receipt must include the following:
  - (a) the date of issue of the receipt,
  - (b) the amount of money received,
  - (c) the form (cash, cheque, postal order or other) in which the money was received,
  - (d) the name of the person on whose behalf the payment was made,
  - (e) if the payment is for a contribution to the administrative or sinking fund:
    - (i) a statement that the payment is made in respect of that contribution, and
    - (ii) the lot number in respect of which the contribution is made, and
    - (iii) the period in respect of which the payment is made (if relevant), and
    - (iv) details of any discount given for early payment,
  - (f) if the payment is not a payment referred to in paragraph (e)—particulars of the transaction in respect of which the payment is received,
  - (g) if the payment is received in respect of more than one transaction—the manner in which the payment is apportioned between transactions.
- (3) The treasurer must cause a record to be kept of all the details of each receipt issued for the payment of money received by the treasurer on behalf of the owners corporation.

## 7 Cash record

- (1) As soon as practicable after a transaction is effected, the treasurer must enter:
  - (a) in a receipts section of the cash record—particulars of all money received, and
  - (b) in a payments section of the cash record—particulars of all money disbursed.
- (2) At the end of each prescribed period, the cash record must be balanced and the balance carried forward to the cash record for the next prescribed period.
- (3) At the end of each prescribed period, the treasurer must:
  - (a) compare the entries in the cash record with the banking records for the account of the owners corporation, and
  - (b) enter in the cash record:
    - (i) the amounts credited to the account and appearing in the banking records for which no receipt had been given, and
    - (ii) the amounts debited to the account and appearing in the banking records for which no cheque had been drawn.

(4) Any necessary reconciliation (showing the balance in the account of the owners corporation as indicated in the banking records, and adding any money received but not banked and deducting any cheques drawn but not presented for payment) must be entered in the cash record at the end of the entries for the relevant prescribed period.

(5) In this clause:

*prescribed period* means 12 months or, if an annual general meeting of the owners corporation determines a shorter period, that shorter period.

## 8 Levy register

- (1) The levy register must include a separate section for each lot in the strata scheme that is not a utility lot.
- (2) Each of those sections must specify, by appropriate entries, the following matters in relation to each contribution levied by the owners corporation and must indicate whether those entries are debits or credits and the balances for those entries:
  - (a) the date on which the contribution is due and payable,
  - (b) the type of contribution and the period in respect of which it is to be made,
  - (c) the amount of the contribution levied shown as a debit,
  - (d) the amount of each payment shown as a credit,
  - (e) the date on which each payment relating to the contribution is made,
  - (f) whether a payment made was made in cash or by cheque or in some other specified manner,
  - (g) whether an amount paid comprised full payment or part payment,
  - (h) details of any discount given for early payment,
  - (i) the balance of the account.

## 9 Inspection of records of strata managing agent

For the purposes of section 108 (3) (h) of the Act, the prescribed records to be made available for inspection are the accounting records and other records relating to the strata scheme that are kept by the strata managing agent.

## 10 Additional documents to be given to owners corporation by original owner or lessor at first annual general meeting

For the purposes of clause 4 (1) (d) of Schedule 2 to the Act, the following documents obtained or received by the original owner or lessor and relating to the parcel concerned, or any building, plant or equipment on the parcel, are prescribed:

- (a) occupation certificates (within the meaning of the *Environmental Planning and Assessment Act 1979*),
- (b) sewerage line diagrams,
- (c) maintenance and service manuals,

- (d) depreciation schedules,
- (e) if the building is required to be insured under Division 2 of Part 4 of Chapter 3 of the Act, any valuation of the building.

### **Part 3 Insurance**

#### **11 (Repealed)**

#### **12 Calculation of insured amount under damage policy**

- (1) For the purposes of section 82 (6) of the Act, the manner of calculating the amount to which the liability of an insurer may be limited under a damage policy is to add together the following amounts:
  - (a) the estimated cost, as at the date of commencement of the damage policy, of:
    - (i) carrying out the work that a damage policy is required to provide for under section 82 (2) of the Act, and
    - (ii) making the payments that a damage policy is required to provide for under section 82 (4) and (5) of the Act,
  - (b) the estimated amount by which expenditure referred to in the preceding paragraphs may increase during the period of 18 months following the date of commencement of the damage policy.
- (1A) For the purposes of sections 83 (2) and 84 (2) of the Act, the amount for which a building is to be insured under a damage policy is to be not less than the amount calculated in accordance with subclause (1).
- (2) The amounts referred to in subclause (1) (a) and (b) are to be calculated so as to include any applicable taxes, fees and charges (including taxes, fees and charges of the Commonwealth).

### **Part 4 Restrictions on exercise of functions by owners corporations and executive committees**

#### **13 Restriction on delegation of certain functions**

For the purposes of section 29A (1) (h) of the Act, the following functions are prescribed:

- (a) arranging for inspections for the purposes of fire safety in accordance with section 65C of the Act,
- (b) ensuring that the owners corporation complies with any relevant requirements under the *Occupational Health and Safety Act 2000*,
- (c) entering into contracts relating to the maintenance of common property or the provision of services to the common property (other than contracts relating to a stratum parcel),
- (d) arranging for inspections of records and other documents under section 108 of the Act,
- (e) giving certificates under section 109 of the Act.

#### **14 Quotations required by large strata schemes**

For the purposes of section 80B of the Act, the prescribed amount is \$30,000 in relation to any one item or matter (other than the seeking of legal advice or the provision of any other legal services, or the taking of legal action).

**Note.** Section 80B of the Act requires an owners corporation of a large strata scheme to obtain at least 2 quotations for proposed expenditure exceeding the prescribed amount in relation to any one item or matter.

## 15 Exemptions from need for approval for certain legal action

- (1) The seeking of legal advice, the provision of legal services or the taking of legal action is exempt from the operation of section 80D of the Act if the reasonably estimated cost of seeking the legal advice, having the legal services provided or taking the legal action would not exceed:
  - (a) an amount equal to the sum of \$1,000 for each lot in the strata scheme concerned (excluding utility lots), or
  - (b) \$12,500,
 whichever is the lesser.
- (2) In a case where the cost, or estimated cost, of seeking legal advice, having legal services provided or taking legal action has been:
  - (a) disclosed by the Australian legal practitioner concerned in accordance with the *Legal Profession Act 2004*, or
  - (b) set out in a proposed costs agreement under that Act,
 the reasonably estimated cost of seeking the legal advice, having the legal services provided or taking the legal action is taken, for the purpose of this clause, to be the cost or estimated cost so disclosed or set out.
- (3) The seeking of legal advice, the provision of legal services or the taking of legal action is exempt from the operation of section 80D of the Act if its purpose is to recover unpaid contributions and interest under section 80 of the Act.

## Part 5 Election of executive committee of owners corporation

### 16 Application of Part

This Part applies to the procedure for nomination and election of an executive committee for a strata scheme comprising more than 2 lots.

### 17 Election of executive committee

- (1) At a meeting of an owners corporation at which its executive committee is to be elected, the chairperson must:
  - (a) announce the names of the candidates already nominated in writing for election to the executive committee, and
  - (b) call for any oral nominations of candidates eligible for election to the executive committee.
- (2) A written or oral nomination made for the purposes of such an election is ineffective if it is made by a person other than the nominee unless it is supported by the consent of the nominee given:
  - (a) in writing, if the nominee is not present at the meeting, or



- (b) orally, if the nominee is present at the meeting.
- (3) After the chairperson declares that nominations have closed, the owners corporation is to decide, in accordance with clause 2 (2) of Schedule 3 to the Act, the number of members of the executive committee.
- (4) If the number of candidates:
  - (a) is the same as, or fewer than, the number of members of the executive committee decided on—those candidates are to be declared by the chairperson to be, and are taken to have been, elected as the executive committee, or
  - (b) is greater than the number so decided on—a ballot is to be held.

## 18 Ballot for executive committee

- (1) If a ballot for membership of the executive committee of an owners corporation is required, the chairperson must:
  - (a) announce to the meeting the name of each candidate and the nominator of the candidate, and
  - (b) provide each person present and entitled to vote at the meeting with a blank ballot-paper for each vote the person is entitled to cast.
- (2) For a vote to be valid, a ballot-paper must be signed by the voter and completed by the voter's writing on it:
  - (a) the names of the candidates (without repeating a name) for whom the voter desires to vote, the number of names written being no more than the number determined by the owners corporation as the number of members of the executive committee, and
  - (b) the capacity in which the voter is exercising a right to vote, whether:
    - (i) as owner, first mortgagee or covenant chargee of a lot (identifying the lot), or
    - (ii) as a company nominee, or
    - (iii) by proxy, and
  - (c) if the vote is being cast by proxy—the name and capacity of the person who gave the proxy.
- (3) The completed ballot-paper must be returned to the chairperson.
- (4) Until all places for membership of the executive committee have been filled, the chairperson is to declare elected successively each candidate who has a greater number of votes than all other candidates who have not been elected.
- (5) If only one place remains to be filled but there are 2 or more eligible candidates with an equal number of votes, the candidate to fill the place is to be decided by a show of hands of those present and entitled to vote.

## Part 6 Fees

### 19 Fees

- (1) The fees payable under the Act are set out in Schedule 1.
- (2) For the purposes of section 209 (1) (b) of the Act, the prescribed fee for the lodgment of an order under the Act is the fee payable for lodgment of a document under the *Strata Schemes (Freehold Development) Act 1973* for which no specific fee is prescribed by the regulations under that Act.

**Note.** The relevant fee is prescribed by item 17 of Schedule 6 to the *Strata Schemes (Freehold Development) Regulation 2012*.

## 20 Waiver and remission of fees

- (1) The Director-General may waive payment of the fee paid to the Director-General under the Act for an application for mediation, or may remit any such fee, if the Director-General considers it appropriate to do so in the circumstances.
- (2) The principal registrar may waive payment of any fee payable to the principal registrar under the Act, or may remit any such fee paid to the principal registrar, if the principal registrar considers it appropriate to do so in the circumstances.

## Part 7 Proceedings of Tribunal

### 21 Time limit for certain applications to vary or revoke order of Tribunal

For the purposes of section 191 (2) of the Act, the prescribed time within which an application may be made for an order varying or revoking an order of the Tribunal is 28 days commencing on the day on which a copy of the order is served on the applicant.

### 22 (Repealed)

## Part 8 Mediation

### 23 Directions of Director-General

Subject to the Act and this Regulation, the Director-General may give directions for regulating and prescribing the practice and procedure to be followed in connection with a mediation session, including the preparation and service of documents.

### 24 Attendance and representation

- (1) A mediation session must be attended by each party or by a legal representative, or other representative, having authority to settle the matter.
- (2) Other persons may attend a mediation session with the leave of the mediator.

### 25 Costs

The parties to a mediation are to pay their own costs associated with the mediation.

### 26 Termination

- (1) A mediator may terminate a mediation.
- (2) A party may terminate a mediation at any time by giving notice of the termination to the mediator and each other party.

## Part 9 Miscellaneous

## 27 Model by-laws

Model by-laws for residential strata schemes are set out in Schedules 2–7.

## 28 Forms and certificates

- (1) A certificate given by an owners corporation under section 109 of the Act must be in or to the effect of Form 1 in Schedule 8.
- (2) For the purposes of clause 11 (1) of Schedule 2 to the Act, an instrument appointing a proxy must be in or to the effect of Form 2 in Schedule 8.

## 29 Monetary limit on exercise of priority vote

For the purposes of clause 7 (1) of Schedule 2 to the Act, the prescribed amount is the amount of \$1,000 multiplied by the number of lots in the strata scheme concerned.

## 30 Extension of section 75A of Act to all owners corporations

Subject to section 69 (2) of the Act, the operation of section 75A of the Act is extended to all owners corporations to which it was extended by clause 30A of the *Strata Schemes Management Regulation 2005* before its repeal, and that clause continues to apply in respect of those owners corporations.

**Note.** Clause 30A of the *Strata Schemes Management Regulation 2005* extended the operation of section 75A of the Act to owners corporations on the following dates:

- (a) an owners corporation for a strata scheme with a strata plan number equal to or greater than 50,000—1 July 2006,
- (b) an owners corporation for a strata scheme with a strata plan number equal to or greater than 30,000 and less than 50,000—1 July 2007,
- (c) an owners corporation for a strata scheme with a strata plan number equal to or greater than 10,000 and less than 30,000—1 July 2008,
- (d) an owners corporation for a strata scheme with a strata plan number equal to or greater than 1 and less than 10,000—1 July 2009.

## 31 Window safety devices

- (1) A building in a strata scheme is a building to which section 64A of the Act applies if the building contains lots used for residential purposes.
- (2) A window within any such building is a window to which section 64A of the Act applies if:
  - (a) it is a window within the meaning of the *Building Code of Australia*, and
  - (b) it can be opened, and
  - (c) the lowest level of the window opening is less than 1.7m above the surface of any internal floor that abuts the wall of which it forms part, and
  - (d) that internal floor is 2m or more above the surface of any external surface below the window that abuts the wall, and
  - (e) it is a window on common property to which access can be gained from a residence in a strata scheme or a window on any part of the building that is part of a residence.

- (3) A screen, lock or any other device is a complying window safety device for the purposes of section 64A of the Act if it:
- (a) is capable of restricting the opening of a window so that a sphere having a diameter of 125mm or more cannot pass through the window opening, and
  - (b) is capable of resisting an outward horizontal action of 250 newtons, and
  - (c) has a child resistant release mechanism, in the case of a device that can be removed, overridden or unlocked.

(4) In this clause:

*Building Code of Australia* has the same meaning as it has in the *Environmental Planning and Assessment Act 1979*.

### 32 Notification by owners of window safety devices

An owner of a lot in a strata scheme who installs a window safety device under section 64A of the Act must serve notice in writing of the installation on the owners corporation within 7 days after completion of the installation.

**Note.** Section 235 (2) of the Act sets out the manner in which a document is to be served on an owners corporation.

### Schedule 1 Fees

(Clause 19)

Item	Type of fee	Fee
	<b>Fees payable to principal registrar</b>	
1, 2	(Repealed)	
3	Copy of document (other than transcript)	\$2 per page or \$30 (whichever is greater)
4	Copy of sound or audio-visual recording of evidence or proceedings, per cassette, disc or other medium	"at cost"
5	Copy of written transcript of evidence or proceedings, per page	"at cost"
	<b>Fee payable to Director-General</b>	
6	Lodgment of application under section 128 of the Act for mediation:	
	(a) if applicant is a full-time student or pensioner	\$5
	(b) in any other case	\$81
	<b>Fees payable to owners corporation</b>	
7	For making records available for inspection under section 108 of the Act	\$31 and an additional \$16 for each half-hour or part of half-hour after the first hour of inspection
8	For giving a certificate under section 109 of the Act:	

- |  |   |
|--|---|
| (a) if the request is an initial request or request made more than 3 months after a previous request by the same person in respect of the same lot | \$109 and an additional \$54 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate |
| (b) if the request is made not more than 3 months after a previous request by the same person in respect of the same lot                           | \$94 and an additional \$47 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate  |

## Schedule 2 Model by-laws for residential strata schemes

(Clause 27)

### 1 Noise

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

### 2 Vehicles

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

### 3 Obstruction of common property

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

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

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or

- (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

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

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

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

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

#### **8 Behaviour of invitees**

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

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

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

#### **10 Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the

owners corporation.

(4) In this clause:

*washing* includes any clothing, towel, bedding or other article of a similar type.

#### **11 Preservation of fire safety**

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

#### **12 Cleaning windows and doors**

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

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

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

#### **14 Changes to floor coverings and surfaces**

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### **15 Floor coverings**

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

#### **16 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the

- case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## 17 Keeping of animals

**Note.** Select option A, B or C. If no option is selected, option A will apply.

### Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.



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

#### Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### Option C

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

### 18 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

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

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

### 20 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,

(d) telecommunication services (for example, cable television).

- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## 21 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## 22 Service of documents on owner of lot by owners corporation

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

## Schedule 3 Model by-laws for retirement villages schemes

(Clause 27)

### 1 Noise

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

### 2 Vehicles

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

### 3 Obstruction of common property

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

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

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

### 5 Damage to common property

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

the prior written approval of the owners corporation.

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any health or medical equipment that is necessary to preserve the health or well-being of the occupier of the lot, or
  - (c) any screen or other device to prevent entry of animals or insects on the lot, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, equipment, screen or other device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, equipment, screen or other device referred to in clause (3) that forms part of the common property and that services the lot.

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

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

## **7 Behaviour of invitees**

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

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

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

## **9 Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

- (4) In this clause:

*washing* includes any clothing, towel, bedding or other article of a similar type.

#### **10 Cleaning windows and doors**

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

#### **11 Preservation of fire safety**

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

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

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

#### **13 Changes to floor coverings and surfaces**

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### **14 Floor coverings**

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

#### **15 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
  - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## 16 Keeping of animals

**Note.** Select option A, B or C. If no option is selected, option A will apply.

**Option A**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

**Option B**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

**Option C**

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

**17 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 9.

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

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

**19 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) medical and nursing services,
  - (b) emergency response services,
  - (c) meals,
  - (d) domestic services,
  - (e) window cleaning,
  - (f) transportation,
  - (g) garbage disposal and recycling services,
  - (h) electricity, water or gas supply,
  - (i) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **20 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **21 Service of documents on owner of lot by owners corporation**

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

## **Schedule 4 Model by-laws for industrial schemes**

(Clause 27)

### **1 Vehicles**

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

### **2 Obstruction of common property**

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

### 3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any sign to advertise the activities of the occupier of the lot, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

### 4 Children on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

### 5 Behaviour of invitees

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

### 6 Depositing rubbish and other material on common property

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

### 7 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or



- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

## 8 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
  - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

## 9 Appearance of lot

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

## 10 Change in use of lot to be notified

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

## 11 Preservation of fire safety

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

## 12 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

## 13 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) cleaning,
- (d) garbage disposal and recycling services,
- (e) electricity, water or gas supply,
- (f) telecommunication services (for example, cable television).

- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## 14 Compliance with planning and other requirements

The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

## 15 Service of documents on owner of lot by owners corporation

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

## Schedule 5 Model by-laws for hotel/resort schemes

(Clause 27)

### 1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

### 2 Obstruction of common property

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

### 3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3)

that forms part of the common property and that services the lot.

#### **4 Behaviour of owners and occupiers**

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

#### **5 Behaviour of invitees**

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

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

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

#### **7 Cleaning windows and doors**

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether common property or part of a lot.

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

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

#### **9 Keeping of animals**

Subject to section 49 (4) of the Act, an owner or occupier of a lot must not keep any animal on the lot or the common property.

#### **10 Appearance of lot**

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

#### **11 Preservation of fire safety**

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

#### **12 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or

occupiers of one or more of the lots:

- (a) electricity, water or gas supply,
  - (b) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

### **13 Compliance with planning and other requirements**

The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

### **14 Service of documents on owner of lot by owners corporation**

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

## **Schedule 6 Model by-laws for commercial/retail schemes**

(Clause 27)

### **1 Vehicles**

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

### **2 Obstruction of common property**

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

### **3 Damage to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or

- (c) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

#### **4 Behaviour of invitees**

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

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

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

#### **6 Cleaning windows and doors**

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether a part of a lot or common property.

#### **7 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

## **8 Appearance of lot**

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

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

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

## **10 Preservation of fire safety**

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

## 11 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

## 12 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) cleaning,
- (e) garbage disposal and recycling services,
- (f) electricity, water or gas supply,
- (g) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## 13 Controls on hours of operation and use of facilities

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

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

## 14 Compliance with planning and other requirements

The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

## 15 Service of documents on owner of lot by owners corporation

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



## Schedule 7 Model by-laws for mixed use schemes

(Clause 27)

### 1 Noise

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

### 2 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

### 3 Obstruction of common property

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

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

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
  - (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

- (4) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

## 6 Behaviour of owners and occupiers

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

## 7 Children playing on common property in building

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

## 8 Behaviour of invitees

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

## 9 Depositing rubbish and other material on common property

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

## 10 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:  
*washing* includes any clothing, towel, bedding or other article of a similar type.

## 11 Cleaning windows and doors

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

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

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

## **13 Changes to floor coverings**

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

## **14 Floor coverings**

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

## **15 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot:
- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
  - (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

## 16 Keeping of animals

**Note.** Select option A, B or C. If no option is selected, option A will apply.

### Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

### Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### Option C

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

## 17 Appearance of lot

- (1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

## 18 Change in use of lot to be notified

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

## 19 Preservation of fire safety

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

## 20 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

## 21 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) security services,
  - (b) promotional services,
  - (c) advertising,
  - (d) commercial cleaning,
  - (e) domestic services,
  - (f) garbage disposal and recycling services,
  - (g) electricity, water or gas supply,
  - (h) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **22 Controls on hours of operation and use of facilities**

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
  - (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
  - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

## **23 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **24 Service of documents on owner of lot by owners corporation**

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

## **Schedule 8 Forms**

**Form 1 Certificate under section 109 of the Strata Schemes Management Act 1996**

(Clause 28 (1))

Date of certificate	.....
Strata scheme in respect of which certificate issued	Strata Plan No ..... .....
Lot in respect of which certificate issued	Lot No ..... Strata Plan No .....
Person requesting certificate	.....
(owner/mortgagee/covenant chargee/authorised person)	Name ..... Address .....
If authorised person, authorised by:	Name .....
(owner/mortgagee/covenant chargee)	Address .....

The owners corporation certifies the following with respect to the lot the subject of this certificate:

**1 Administrative fund—contributions payable by regular periodic instalments or lump sum (section 76 (1) of the Act)**

Total amount last determined	Amount .....	Period ..... to .....	
Number of instalments payable (if contribution payable by instalments)		.....	
Amount of each instalment, period to which instalment relates and date due	Amount .....	Period ..... to .....	Date due .....
	.....	..... to .....	.....
	.....	..... to .....	.....
	.....	..... to .....	.....
	.....	..... to .....	.....
Amount (if any) outstanding		.....	
Amount (if any) in credit		.....	
Discount (if any) applicable for early payment		.....	
Brief statement as to the reason for any amount outstanding or in credit	..... .....		

**2 Sinking fund—contributions payable by periodic instalments or lump sum (section 76 (1) of the Act)**

Total amount last determined	Amount .....	Period ..... to .....	
Number of instalments payable (if contribution payable by instalments)		.....	
Amount of each instalment, period to which each instalment relates and date due	Amount .....	Period ..... to .....	Date due .....

..... to .....

..... to .....

..... to .....

..... to .....

Amount (if any) outstanding .....

Amount (if any) in credit .....

Discount (if any) applicable for early payment .....

Brief statement as to the reason for any amount outstanding or in credit  
 .....  
 .....

**3 Special contributions to the administrative fund (section 76 (4) of the Act)**

Amount of any levy payable under section 76 (4) of the Act .....

Date on which determination made under section 76 (4) of the Act .....

Number of instalments payable (if contribution payable by instalments) .....

Amount of each instalment and date due

Amount	Date due
.....	.....
.....	.....
.....	.....
.....	.....

Amount (if any) outstanding .....

Amount (if any) in credit .....

Brief statement as to the reason for any amount outstanding or in credit  
 .....  
 .....

Brief statement as to the purpose for which the contribution was required  
 .....  
 .....

**4 Money unpaid under by-law conferring a right or a privilege (section 53 of the Act)**

Amount payable under a by-law referred to in section 53 of the Act .....

Date when amount due .....

Period to which amount relates ..... to .....

**5 Contributions towards costs of proceedings (section 229 of the Act)**



Amount of any levy payable under section 229 of the Act .....

Date on which determination made under section 229 of the Act .....

Number of instalments payable (if contribution payable by instalments) .....

Amount of each instalment and date due

Amount	Date due
.....	.....
.....	.....
.....	.....
.....	.....

Amount (if any) outstanding .....

Amount (if any) in credit .....

Brief statement as to the reason for any amount outstanding or in credit

.....  
 .....

Brief statement as to the purpose for which the contribution was required

.....  
 .....

**6 Amount recoverable in relation to work carried out by owners corporation**

Amount (if any) recoverable under section 63 of the Act .....

**7 Rate of interest payable on contributions**

Rate of interest payable under section 79 of the Act on contributions ..... %

Amount of interest payable in relation to outstanding contributions \$ .....

**8 Amount of unpaid contributions and pecuniary penalties**

Amount of any unpaid pecuniary penalty that is a charge on the lot by reason of section 206 of the Act .....

Amount of any contribution recoverable as a debt under section 80 of the Act .....

**9 Particulars on strata roll for lot to which certificate relates**

Name of owner	Name	.....
Address for service of notices on owner	Address	.....
Name and address for service of notices on each mortgagee, covenant chargee or other person who has given notice to the owners corporation under section 118 of the Act	Name	.....
	Address	.....
	Capacity	.....

**10 Managing agent and caretaker**

Name of managing agent (if any) appointed under section 26 of the Act      Name .....

Address .....

Name of caretaker (if any) within the meaning of section 40A of the Act      Name .....

Address .....

**11 Members of executive committee**

Name and address of each member of the executive committee:

	Name	Address
Member 1	.....	.....
Member 2	.....	.....
Member 3	.....	.....
Member 4	.....	.....
Member 5	.....	.....
Member 6	.....	.....
Member 7	.....	.....
Member 8	.....	.....
Member 9	.....	.....

Office bearers:

Chairperson .....

Secretary .....

Treasurer .....

**12 By-laws**

Particulars of any by-laws made by the owners corporation within the 2-year period before the date of this certificate that have not been lodged at the office of the Registrar-General as at that date

.....

**13 Insurance policies**

Particulars of all insurance policies that have the owners corporation as the insured or as a beneficiary:

Type of policy	Name of insurer	Policy number	Sum insured	Date due	Date when last premium paid	Amount of last premium

Name of each insurance broker for each policy (if relevant):      Name .....

Address .....

**Items 14 and 15 must be completed if the strata scheme is also part of a community scheme**

Name of community association (if any): .....

Community lot number(s) for precinct or strata scheme .....

Address for service of notices: .....

.....

Name of precinct association (if any): .....

Precinct lot number(s) for strata scheme .....

Address for service of notices: .....

.....

**14 Contributions payable to administrative fund of community association or precinct association**

Total amount last determined with respect to the lots comprising the strata scheme      Amount      Period  
 .....      ..... to .....

Number of instalments payable (if contribution payable by instalments) .....

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....

Amount (if any) outstanding .....

Amount (if any) in credit .....

Discount (if any) applicable for early payment .....

Brief statement as to the reason for any amount outstanding or in credit  
 .....  
 .....

**15 Contributions payable to sinking fund of community association or precinct association**

Total amount last determined with respect to the lots comprising the strata scheme      Amount      Period  
 .....      ..... to .....

Number of instalments payable (if contribution payable by instalments) .....

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....

Amount (if any) outstanding .....

Amount (if any) in credit .....

Discount (if any) applicable for early payment .....

Brief statement as to the reason for any amount outstanding or in credit

.....  
 .....

**Item 16 must be completed if the strata scheme is a member of a building management committee**

Name of building management committee: .....

Address for service of notices: .....

.....

**16 Contributions payable to the building management committee**

Total amount last determined with respect to the lots comprising the strata scheme      Amount      Period  
 .....      ..... to .....

Number of instalments payable (if contribution payable by instalments)      .....

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....

Amount (if any) outstanding      .....

Amount (if any) in credit      .....

Discount (if any) applicable for early payment      .....

Brief statement as to the reason for any amount outstanding or in credit

.....  
 .....

**Item 17 must be completed if the strata scheme is required to pay to any other person or body any amount not connected to the maintenance or insurance of the common property**

**17 Amount payable to any other person or body**

Name of person or body      .....

Brief statement as to the purpose of the payment:

.....  
 .....

If next payment known:      Amount      Date Due  
 .....      .....      .....

Amount (if any) outstanding      .....

Amount (if any) in credit      .....

**The common seal of the Owners—Strata Plan No** .....

Was hereunto affixed on the ..... day of ..... 20

in the presence of .....

and .....

being the person(s) authorised by section 238 of the *Strata Schemes Management Act 1996* to attest the affixing of the seal.

**Note.**

Section 109 (8) of the Act provides:

**(8) Certificate is evidence of matters stated in it**

A certificate given under this section is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate or a person referred to in the certificate) taking for valuable consideration:

- (a) an estate or interest in a lot in a freehold strata scheme to which the certificate relates, or
- (b) an estate or interest in a lease of a lot in a leasehold strata scheme to which the certificate relates.

**Form 2 Proxy appointment**

(Clause 28 (2))

**Strata Schemes Management Act 1996**

Date .....

I/We .....

the owners of lot .....

in Strata Plan No .....

appoint .....

of .....

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

Period or number of meetings for which appointment of proxy has effect ..... \*1 meeting/\*

..... meetings/\*1 month/\* ..... months/\*12 months or 2 consecutive annual general meetings

*\*Tick or tick and complete whichever applies*

*(Note. The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)*

\*1 This form authorises the proxy to vote on my/our behalf on all matters.

**OR**

\*2 This form authorises the proxy to vote on my/our behalf on the following matters only:

.....  
.....  
.....

[Specify the matters and any limitations on the manner in which you want the proxy to vote.]

*\*Delete paragraph 1 or 2, whichever does not apply.*

\*3 If a vote is taken on whether .....  
(the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:

.....  
.....  
.....

*\*Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.*

Signature of owner/s .....

**Notes**

1 A proxy is not authorised to vote on a matter:

- (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
- (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, caretaker or on-site residential property manager.

2 This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).

3 This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.

## Schedule 9 Savings and transitional provisions

### 1 Savings and transitional provisions consequent on enactment of Strata Schemes Management Act 1996

- (1) This clause applies to an owners corporation in existence at 1 July 1997.
- (2) The seal of an owners corporation immediately before 1 July 1997 may continue to be used as its seal for the purposes of the *Strata Schemes Management Act 1996* or for any other purpose, unless replaced by the owners corporation.

### 2 Cash record

- (1) Clause 7 takes effect from the end of the prescribed period that is current under the *Strata Schemes Management Regulation 2005* (the *repealed Regulation*) immediately before the commencement of this Regulation.
- (2) The requirements of clause 7 of the repealed Regulation continue to apply in respect of the prescribed period referred to in subclause (1), despite the repeal of that Regulation.

### 3 Priority votes

The increase in the amount prescribed for the purposes of the definition of priority vote in clause 7 (1) of Schedule 2 to the Act (from \$200 to \$1,000) does not apply in respect of a vote at a general meeting if:

- (a) notice of the meeting was given before the commencement of this Regulation, and
- (b) the notice indicated that the prescribed amount, for the purposes of a priority vote within the meaning of clause 7 (1) of Schedule 2 to the Act, is \$200 multiplied by the number of lots in the strata scheme concerned.

**Note.** Clause 7 (1) of Schedule 2 to the Act defines priority vote as follows:

**priority vote**, in relation to a lot, means a vote on a motion that relates to insurance, budgeting or fixing of a levy, that will require expenditure above the prescribed amount by the owners corporation or on any matter that requires a special or unanimous resolution by:

- (a) the mortgagee of the lot under a mortgage shown on the strata roll as having priority over any other mortgage, and over any covenant charge, shown on the strata roll in relation to the lot, or
- (b) the covenant chargee of the lot under a covenant charge shown on the strata roll as having priority over any mortgage shown on the roll in relation to the lot, or
- (c) the covenant chargee of the lot under a covenant charge shown on the strata roll without any mortgage being shown on the roll in relation to the lot.

### 4 Savings and transitional provisions consequent on the making of this Regulation

Any act, matter or thing that, immediately before the repeal of the *Strata Schemes Management Regulation 2005*, had effect under that Regulation is taken to have effect under this Regulation.

## Historical notes

The following abbreviations are used in the Historical notes:

Am	amended	LW	legislation website	Sch	Schedule
Cl	clause	No	number	Schs	Schedules
Cl	clauses	p	page	Sec	section
Div	Division	pp	pages	Secs	sections
Divs	Divisions	Reg	Regulation	Subdiv	Subdivision
GG	Government Gazette	Regs	Regulations	Subdivs	Subdivisions
Ins	inserted	Rep	repealed	Subst	substituted

## Table of amending instruments

*Strata Schemes Management Regulation 2010* (492). LW 27.8.2010. Date of commencement, 1.9.2010, cl 2. This Regulation has been amended as follows:

<b>2011</b>	(255)	<i>Strata Schemes Management Amendment (Fees) Regulation 2011</i> . LW 27.5.2011. Date of commencement, 1.7.2011, cl 2.
	No 62	<i>Statute Law (Miscellaneous Provisions) Act (No 2) 2011</i> . Assented to 16.11.2011. Date of commencement of Sch 2.35, 6.1.2012, sec 2 (1).
<b>2012</b>	(229)	<i>Strata Schemes Management Amendment (Fees) Regulation 2012</i> . LW 1.6.2012. Date of commencement, 1.7.2012, cl 2.
<b>2013</b>	(286)	<i>Strata Schemes Management Amendment (Fees) Regulation 2013</i> . LW 14.6.2013. Date of commencement, 1.7.2013, cl 2.
	No 95	<i>Civil and Administrative Legislation (Repeal and Amendment) Act 2013</i> . Assented to 20.11.2013. Date of commencement, 1.1.2014, sec 2.
	(688)	<i>Strata Schemes Management Amendment (Child Window Safety Devices) Regulation 2013</i> . LW 11.12.2013. Date of commencement, 11.12.2013, cl 2.
<b>2014</b>	(202)	<i>Strata Schemes Management Amendment (Fees) Regulation 2014</i> . LW 11.4.2014. Date of commencement, 1.7.2014, cl 2.
	No 33	<i>Statute Law (Miscellaneous Provisions) Act 2014</i> . Assented to 24.6.2014. Date of commencement of Sch 2.42, 4.7.2014, sec 2 (1).
<b>2015</b>	(265)	<i>Strata Schemes Management Amendment (Fees) Regulation 2015</i> . LW 29.5.2015. Date of commencement, 1.7.2015, cl 2.
	No 48	<i>Regulatory Reform and Other Legislative Repeals Act 2015</i> . Assented to 5.11.2015. Date of commencement of Sch 1, 1.3.2016, sec 2 (2) and 2015 (798) LW 18.12.2015.
	No 67	<i>Courts and Other Justice Portfolio Legislation Amendment Act 2015</i> . Assented to 24.11.2015. Date of commencement of Sch 1.16, assent, sec 2 (1).

## Table of amendments

Cl 11	Rep 2015 No 48, Sch 1.28 [1].
Cl 12	Am 2015 No 48, Sch 1.28 [2].
Cl 19	Am 2011 (255), Sch 1 [1]; 2014 No 33, Sch 2.42.
Cl 20	Am 2013 No 95, Sch 4.42 [1].
Cl 22	Rep 2013 No 95, Sch 4.42 [2].

Cll 31, 32	Ins 2013 (688), Sch 1.
Sch 1	Subst 2011 (255), Sch 1 [2]; 2012 (229), Sch 1. Am 2013 (286), Sch 1 [1] [2]; 2013 No 95, Sch 4.42 [3]–[5]. Subst 2014 (202), Sch 1; 2015 (265), Sch 1. Am 2015 No 67, Sch 1.16.
Sch 8	Am 2011 No 62, Sch 2.35.



Sandra Miller Conveyancing  
sandra@sandramillerconveyancing.com.au

## PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 10.7 (2) of the *Environmental Planning and Assessment Act, 1979*

Certificate No: 154212  
Certificate Date: 12 March 2018  
Address: 3/32 Brougham Street EAST GOSFORD  
Lot Description: LOT: 3 SP: 89086

This certificate is issued on the Strata Plan including preceding or subsequent lots in an earlier or later strata plan. Any purchaser or owner of a lot in a strata plan needs to know about the planning restrictions of the land as they buy or own a share in the management of that land through the owners corporation.

Parish: Gosford  
County: Northumberland  
Assessment No: 856620  
Receipt No:  
Parcel No: 96927  
Applicants Reference: Forsberg  
Applicants Email:



**This Certificate contains information specified in Schedule 4 of the Environmental Planning and Assessment Regulation 2000**

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS and DCPS**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Gosford Local Environmental Plan 2014

***Specific Site State Environmental Planning Policies***

State Environmental Planning Policy No. 71 - Coastal Protection

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

***General Site State Environmental Planning Policies***

ZONE R1 GENERAL RESIDENTIAL UNDER GOSFORD LOCAL ENVIRONMENTAL PLAN 2014

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Major Development) 2005

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 44 - Koala Habitat Protection

State Environmental Planning Policy No. 36 - Manufactured Home Estates

State Environmental Planning Policy No. 33 - Hazardous and Offensive Development

State Environmental Planning Policy No. 30 - Intensive Agriculture

State Environmental Planning Policy No. 21 - Caravan Parks

State Environmental Planning Policy No. 19 - Bushland in Urban Areas

State Regional Planning Policy No. 9 - Extractive Industry (No 2-1995)  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft Coastal Management SEPP 2016 (Whole of Lot).

Draft Amendment to State Environmental Planning Policy No. 44 - Koala Habitat Protection.

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Gosford Development Control Plan 2013

## **2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS**

- (a) to (d) is the zoning of the land and the land use table for each of the zones listed, including existing and proposed Local Environmental Plans in landuse tables.

Zone R1 General Residential under Gosford Local Environmental Plan 2014

PERMITTED WITHOUT CONSENT

Home occupations; Recreation areas

PERMITTED WITH CONSENT

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

PROHIBITED

Any development not specified in Permitted without consent or Permitted with consent

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, if so, the minimum land dimensions so fixed,

No.

- (f) whether the land includes or comprises critical habitat,

None

(g) whether the land is in a conservation area (however described),

No.

(h) whether an item of environmental heritage (however described) is situated on the land.

No.

## **2A ZONING AND LAND USE UNDER SEPP (SYDNEY REGIONAL GROWTH CENTRES) 2006**

Not applicable

## **3 COMPLYING DEVELOPMENT**

### **General Housing Code**

Complying development under the General Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Rural Housing Code**

Complying development under the Rural Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Housing Alterations Code**

Complying development under the Housing Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **General Development Code**

Complying development under the General Development Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Subdivision Code**

Complying development under the Subdivision Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Demolition Code**

Complying development under the Demolition Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Fire Safety Code**

Complying development under the Fire Safety Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

## **4 COASTAL PROTECTION**

The Council has not been notified by the relevant NSW Government Department that the land is affected by Sections 38 and 39 or Parts 4C, 4D of the Coastal Protection Act, 1979.

Further Council has not been notified that annual charges apply under 4B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works.

### **4A Information relating to beaches and coasts**

- (1) whether an order has been made under part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

No.

- (2) (a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
- (b) if works have been so placed - whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

None.

**4B Annual Charges for coastal protection services under *Local Government Act 1993***

None

**5 MINE SUBSIDENCE**

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of The Mine Subsidence Compensation Act, 1961.

**6 ROAD WIDENING AND ROAD RE-ALIGNMENT**

Whether or not the land is affected by any road widening or road alignment.

The land is not affected by Road Widening Proposals.

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS  
(No, unless a message is listed below)**

Chapter 6.4 of Gosford Development Control Plan (Geotechnical Requirements) applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered and development may be restricted.

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling house or residential flat buildings (excluding group homes or seniors housing) subject to flood related development controls.

No.

Is development on the land or part of the land for any other purpose subject to flood related development controls.

No.

**8 LAND RESERVED FOR ACQUISITION**

No.

**9 CONTRIBUTION PLANS**

Section 94 Contributions Plan No. 43A - East Gosford Local Open Space and No. 43B - East Gosford Local Roadworks

Section 94 Contributions Plan No. 164 - Gosford Regional Centre

**9A BIODIVERSITY CERTIFIED LAND**

Is the land biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*)?

No.

**10 BIOBANKING AGREEMENTS**

Is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates.

No.

**10A NATIVE VEGETATION CLEARING SET ASIDES**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

None.

**11 BUSHFIRE PRONE LAND**

The land is not shown as bush fire prone on Council's records.

**12 PROPERTY VEGETATION PLANS**

Has Council been notified by the person or body that approved the plan that the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies?

No.

**13 ORDERS UNDER TREES (DISPUTE BETWEEN NEIGHBOURS) ACT 2006**

Has Council been notified that 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?

No.

**14 DIRECTIONS UNDER PART 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

**15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

**15(a) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (SENIORS HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?**

*If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.*

No.

**15(b) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CLAUSE 18 (2) OF STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004 AFTER 11 OCTOBER 2007?**

No.

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

No.

**17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

**17(1) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (AFFORDABLE RENTAL HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?**

No.



**17(2) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CL 17 (1) OR 37 (1) OF STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?**

No.

**18 PAPER SUBDIVISION INFORMATION**

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

None

- (2) The date of any subdivision order that applies to the land.

Nil

**19 SITE VERIFICATION CERTIFICATE**

There is no current site verification certificate, of which the Council is aware in respect of the land.

**20 LOOSE-FILL ASBESTOS INSULATION**

NSW Fair Trading has not identified any residential dwellings erected within Central Coast Council Local Government Area as containing loose-fill asbestos ceiling insulation, as per the Loose-Fill Asbestos Insulation Register.

**Note**

**1 CONTAMINATED LAND MANAGEMENT ACT 1997 NOTICES UNDER SECTION 59(2)**

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

**2 NATION BUILDING AND JOB PLAN (STATE INFRASTRUCTURE DELIVERY) ACT 2009  
EXEMPTION UNDER SECTION 23 OR AUTHORISATION UNDER SECTION 24 OF THE ACT.**

No.

---

**Note: This Certificate is issued without Alteration and Erasure.**



15 March 2018

Sandra Miller Conveyancing  
PO Box 3760  
ERINA NSW 2250

Dear Sir/Madam,

**Your Ref:** Forsberg  
**Property:** LOT: 3 SP: 89086 3 32 Brougham Street EAST GOSFORD

Council acknowledges receipt of your application for a sewer mains (external) diagram and/or drainage (internal) diagram for the above property.

Attached is a copy of the diagram/s requested.

Please note that the diagram/s provided is/are not to scale, and the clarity of the drainage diagram may not be of high definition.

The location of the drainage lines are approximate only. If you wish to establish the exact location of a sewer main or property service line, an investigation is required, at the owner/s expense.

If you require written confirmation that the building/structure has been constructed over a sewer main with Council approval, a written request is required. Please address the request to: Central Coast Council, Attention: Water & Sewerage Engineering Assessment Officer. Please note: a scheduled fee applies to this request.

Yours faithfully

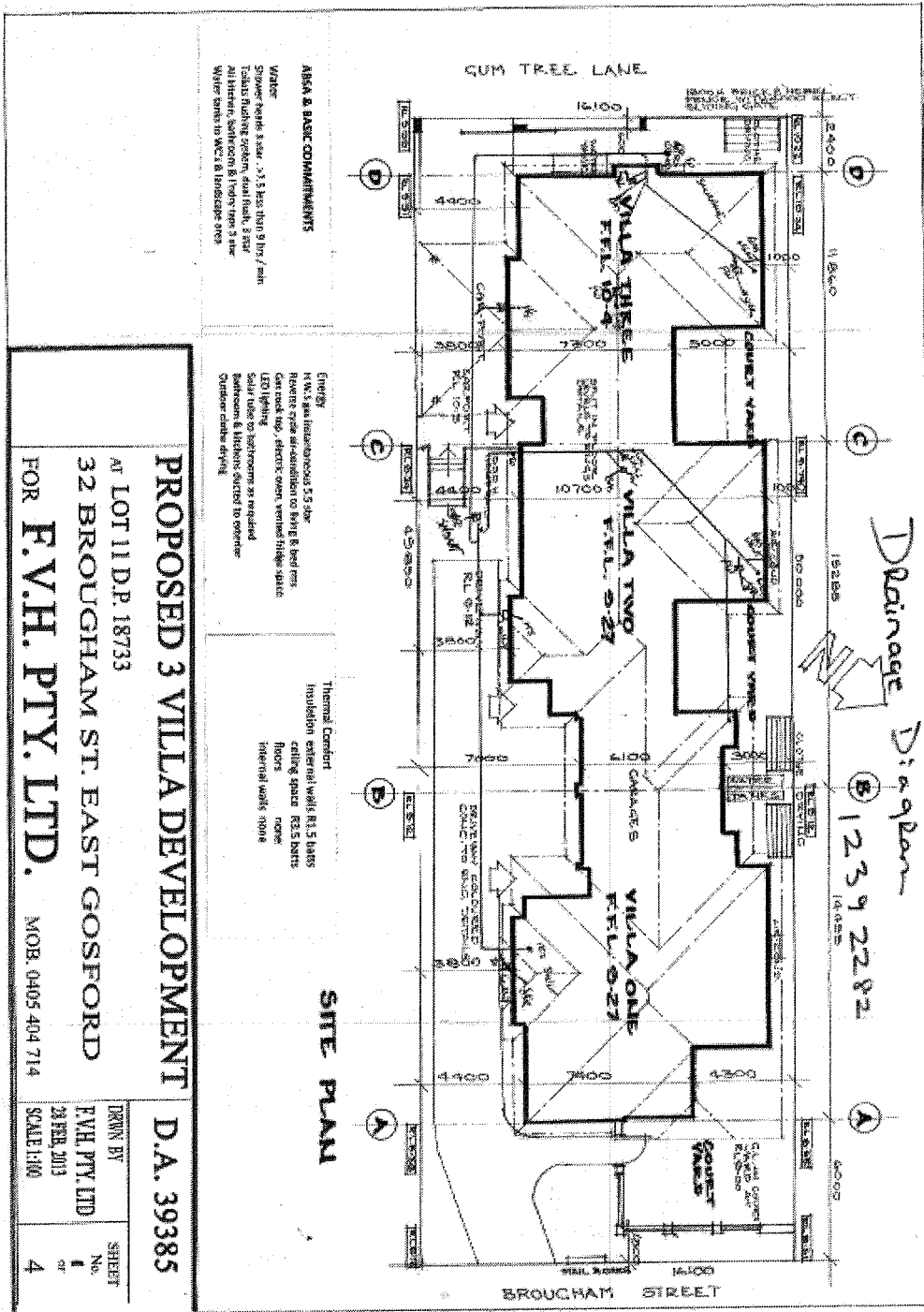
K Weber  
Administration Officer  
Reference: 25643766



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 02 4350 5555  
**Gosford Office:** 49 Mann St / PO Box 21 Gosford NSW 2250 | **P** 02 4325 8222  
**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003

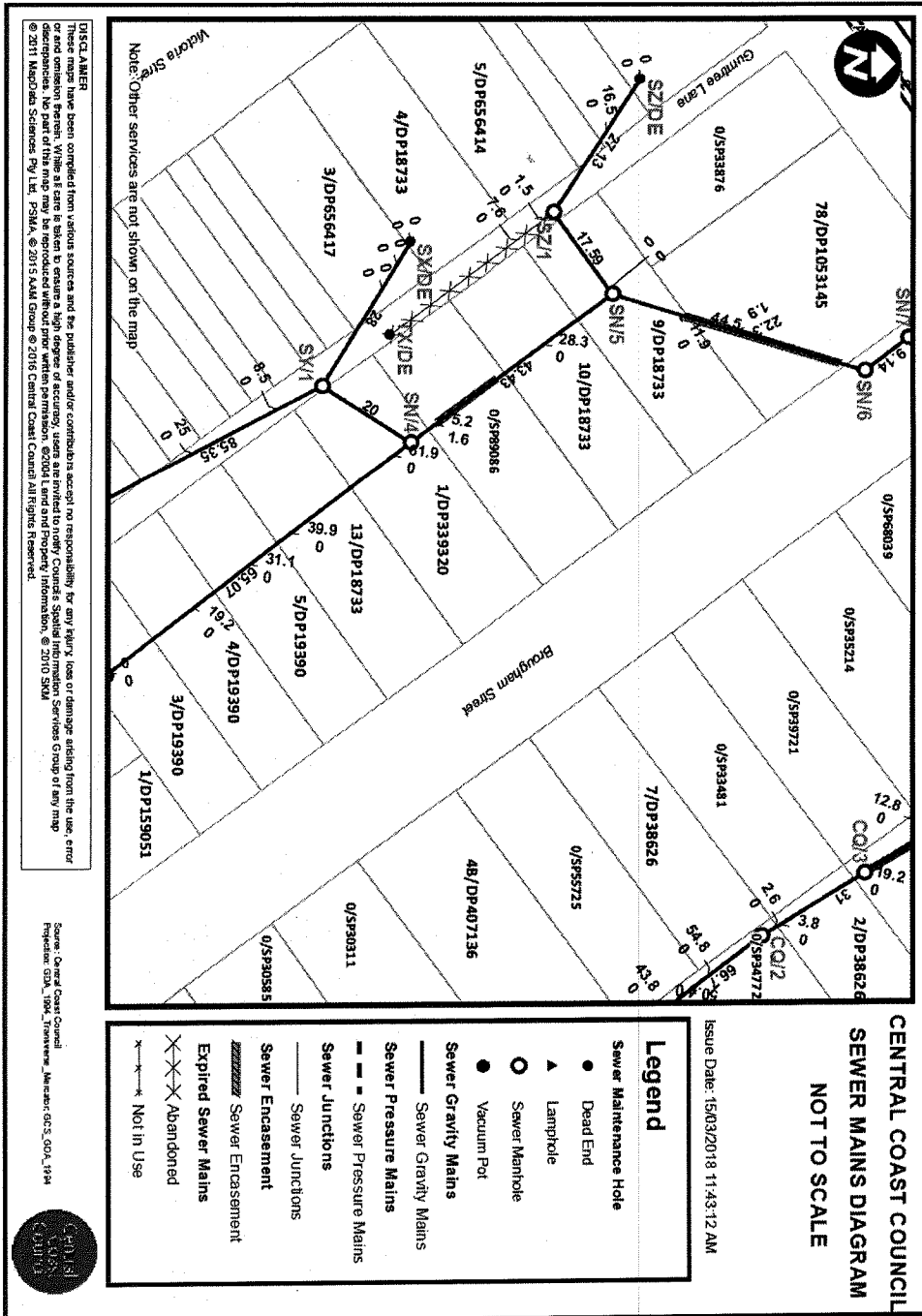
Property:

LOT: 3 SP: 89086 3 32 Brougham Street EAST GOSFORD



Property:

LOT: 3 SP: 89086 3 32 Brougham Street EAST GOSFORD



# Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2010, Schedule 1, Clause 4(1)

## AGREEMENT

This Agreement is made on 01 / 02 / 2016 at East Gosford

NSW BETWEEN

## LANDLORD (insert name of Landlord(s) and contact details)

Name/s: Robert Forsberg & Despina Joannidis

Phone: N/A

Fax: N/A

Mobile: N/A

Email: N/A

## TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Frank & Louise Ginglo

Address for service of notices: 3/32 Brougham Street, East Gosford NSW 2250

Phone: 0428 292 926 L

Fax:

Mobile: 0424 661 754

Email: montana06@bigpond.com

## LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Gittoes Investments Pty Ltd T/as Gittoes

Address: 61-63 Victoria Street

ACN:

East Gosford NSW 2250

ABN: 60 081 679 457

Phone: ( 02 ) 4323 3811

Fax: ( 02 ) 4323 3813

Mobile:

Email: admin@gittoes.com.au

Licence No.:

Licence Expiry:  / /

## TENANT'S AGENT DETAILS (insert name of Tenant's Agent (if any) and contact details)

Name/s:

ABN:

Address:

Phone:

Fax:

Mobile:

Email:

## TERM OF AGREEMENT

The term of this Agreement is: Fifty Two (52) weeks / months / years

starting on: 01 / 02 / 2016 and ending on: 31 / 01 / 2017 (cross out if not applicable)

## RESIDENTIAL PREMISES

The residential premises are: 3/32 Brougham Street, East Gosford NSW 2250

The residential premises include: (include any additional matters, such as a parking space or furniture provided)

under cover car port

## RENT

The rent is: \$500.00 per: week payable in advance starting on: 01 / 02 / 2016

The method by which the rent must be paid:

(a) to: Gittoes at: 61 Victoria St, East Gosford by cash or cheque ; or

(b) into the following account:

Account Name: Gittoes Property Management Trust Account

Bank: National Australia Bank

BSB: 082574

Account No.: 892561101

Payment Reference: GING3 32

or any other account nominated by the landlord; or

(c) as follows:

*Note: The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank 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 **\$2000.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

## IMPORTANT INFORMATION

### MAXIMUM NUMBER OF OCCUPANTS

No more than **4** persons may ordinarily live in the Premises at any one time.

### URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **NEW TREND ELECTRICAL** Phone: **0431 601 695**  
Plumbing Repairs: **GOSFORD CITY PLUMBING** Phone: **0402 898 529**  
Other: \_\_\_\_\_ Phone: \_\_\_\_\_

### WATER USAGE

Will the Tenant be required to pay separately for water usage?  Yes  No If 'yes', see Clauses 11 and 12

### STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No If 'yes', see Clause 35

### CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is signed.

### TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2010* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

## STANDARD TERMS OF AGREEMENT

### RIGHT TO OCCUPY THE PREMISES

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

### COPY OF AGREEMENT

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

### RENT

3. The tenant agrees:  
3.1 to pay rent on time, and  
3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and  
3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.  
4. The landlord agrees:  
4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and  
4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and  
4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and  
4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and  
4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and  
4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

#### Note:

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

### RENT INCREASES

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

#### Note:

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

6. The landlord and the tenant agree:

6.1 that the increased rent is payable from the day specified in the notice, and

that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and

- 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

#### RENT DEDUCTIONS

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

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

9. The landlord agrees to pay:
- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. The tenant agrees to pay:
- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
- 10.5.1 are separately metered, or
- 10.5.2 are not connected to a water supply service and water is delivered by vehicle.
11. The landlord agrees that the tenant is not required to pay water usage charges unless:
- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

- 11.4 the residential premises have the following water efficiency measures:

- 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
- 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
- 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

#### POSSESSION OF THE PREMISES

13. The landlord agrees:

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

#### TENANT'S RIGHT TO QUIET ENJOYMENT

14. The landlord agrees:

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

#### USE OF THE PREMISES BY TENANT

15. The tenant agrees:

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
16. The tenant agrees:
- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 17.1 to remove all the tenant's goods from the residential premises, and



- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

##### 18. The landlord agrees:

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

#### URGENT REPAIRS

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

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

##### Note:

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

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

- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

##### 20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
22. The landlord and tenant agree:
- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

#### LANDLORD'S ACCESS TO THE PREMISES

23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.
24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### ALTERATIONS AND ADDITIONS TO THE PREMISES

**27. The tenant agrees:**

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 28. The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

#### LOCKS AND SECURITY DEVICES

**29. The landlord agrees:**

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

**30. The tenant agrees:**

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

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

**32. The landlord and tenant agree that:**

- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

**Note:**

Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

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

**34. The landlord agrees:**

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

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

[Cross out if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

#### MITIGATION OF LOSS

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

#### RENTAL BOND

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

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

#### SMOKE ALARMS

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.

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

#### SWIMMING POOLS

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

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

#### ADDITIONAL TERMS

Additional terms may be included in this agreement if:

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

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

#### ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2 if the fixed term is for more than 3 years, [specify amount below].

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

#### Note:

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

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

#### ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
44. The landlord agrees that the tenant may keep the following animals on the residential premises:

45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

## NOTES

### DEFINITIONS

1. In this agreement:
  - (1) **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.
  - (2) **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.
  - (3) **rental bond** means money paid by the tenant as security to carry out this agreement.
  - (4) **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.
  - (5) **tenancy** means the right to occupy residential premises under this agreement.
  - (6) **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.

### CONTINUATION OF TENANCY (if fixed term agreement)

2. Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

### ENDING A FIXED TERM AGREEMENT

3. 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.

### ENDING A PERIODIC AGREEMENT

4. 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.

### OTHER GROUNDS FOR ENDING AGREEMENT

5. The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

### WARNING

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

**ADDITIONAL TERMS**

Additional terms may be included in this agreement if:

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

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

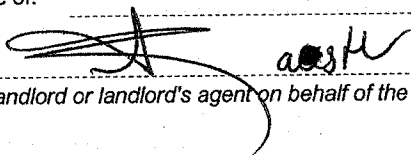
Refer Addendum A (Item A1)

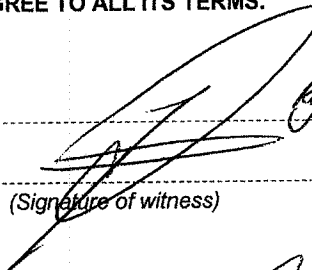
**SIGNATURES**

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

**SIGNED BY THE LANDLORD**

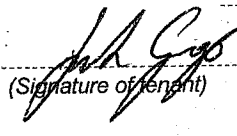
in the presence of:

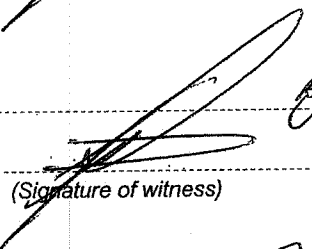
  
 (Signature of landlord or landlord's agent on behalf of the landlord)

 Ryan Russell (Name of witness)  
 (Signature of witness)

**SIGNED BY THE TENANT**

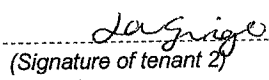
in the presence of:

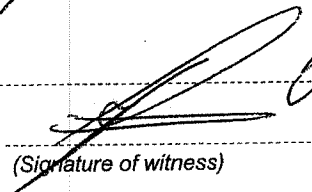
  
 (Signature of tenant)

 Ryan Russell (Name of witness)  
 (Signature of witness)

**SIGNED BY THE OTHER TENANTS (if applicable)**

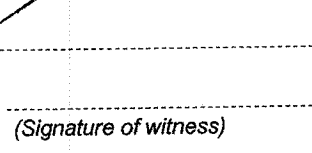
in the presence of:

  
 (Signature of tenant 2)

 Ryan Russell (Name of witness)  
 (Signature of witness)

in the presence of:

(Signature of tenant 3)

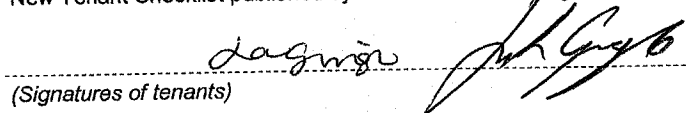
 Ryan Russell (Name of witness)  
 (Signature of witness)

in the presence of:

(Signature of tenant 4)

 Ryan Russell (Name of witness)  
 (Signature of witness)

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

  
 (Signatures of tenants)

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)

# Addendum A

## A1. Additional Terms

THIS ANNEXURE "A" REFERRED TO IN THE RESIDENTIAL TENANCY AGREEMENT - GENERAL

1. **LAWNS** - To maintain lawns and grounds, trim shrubs and weed gardens at regular intervals (including the front nature strip) the tenant agrees that if he/she is unable to comply with this condition that the work will be carried out by a person nominated by the landlord or his agent at the tenant's expense.

2. **KEYS** - The tenant must return the keys (including any additional keys that the tenant may have procured) and vacate the premises on the day of departure. Otherwise tenant will be charged up to and including that date on which keys were returned.

3. **PICTURE HOOKS** - The tenant agrees with the landlord NOT to drive nails, blu tac, screws or hooks (including stick on hooks and/or curtain holders of any nature) into or in any way deface the wall of the premises.

4. **WATER** - The tenant agrees with the landlord that he is responsible for the metered water consumption (as per 5.4 Residential Tenancies Agreement) and will forward payment within fourteen days (14) days of receiving to the landlords agent. Water usage pursuant to Clause 5.3 the tenant to pay any charges for water usage made under a user pay billing system where the relevant local water authority applies such a system.

5. **CLEANING** - The tenant agrees that the cleaning of the property at the end of tenancy is his/her responsibility and will ensure that all rooms are left in a clean condition, particularly the bathroom and kitchen, where all appliances and built in fittings ie. Stove, oven, shower recess and bath will be left clean and undamaged. If this condition is not complied with then the cost of cleaning and or repairs will be deducted from the bond.

6. **REPAIRS** - The tenant agrees that the condition of repair of the shower screen was noted at the beginning of the tenancy. If upon inspection at the end of the tenancy the shower screen has been cracked or broken by the tenant then the tenant will pay for the costs of repair/replacement as required if damaged by the tenant.

7. **REPAIRS** - The tenant agrees that should he/she report a malfunction in any service provided at the property but which upon investigation by a tradesman proves to be that the tenant did not know how to operate it, was inexperienced, or there was in fact nothing wrong then the tenant will pay the tradesman direct. All repairs MUST BE IN WRITING.

8. **GLASS** - Tenants are responsible for the repair and replacement of all fixed glass if it is established that the breakage was caused by the tenants neglect.

9. **SEWER DRAINS** - Tenants are responsible of the cleaning of sewer drain or gully choke if the choke is caused by foreign objects placed in same ie. Disposable nappies, blu loo holders etc.

10. **PREMISES** - The tenant acknowledges that he/she has not entered into possession of the premises prior to the commencement date of the lease.

11. **PAINTING/DECORATING** - The tenant agrees to do no decorating or painting without written permission from the managing agent.

12. **TELEPHONE NUMBERS** - The lessee agrees to supply their telephone numbers at home and work to the managing agent and inform the managing agent of any changes.

13. **TV RECEPTION** - The tenant agrees that the landlord gives no

guarantee as to the working order performance of any TV antenna, tuning, wiring, booster or connection point in the premises.

14. **TELEPHONE CONNECTION** - The tenant/s agree that any costs involved in the connection, installation, maintenance and usage of any telephone line or connection will be borne by the tenant. A telephone connection is not seen as an essential service and as such is not guaranteed in any property.

15. **NUMBER OF OCCUPANTS** - Occupants must not exceed the number approved on the "Lease Agreement".

16. **CONDITION REPORT** - The tenant/s have seven (7) days from the commencement of the tenancy to return their inspection report for the premises, (with any additional comments thereon). Failure to return the inspection report within the specified time, the tenant hereby understands and acknowledges the agents reports of the condition of the premises to be correct.

17. **CHEQUES / DIRECT DEBITS** - Payments by cheque will be accepted. However, the lessee agrees to meet bank charges on the dishonoured cheques. Or dishonoured direct debits will incur a \$10.00 fee.

18. **MECHANICAL REPAIRS** - Any oil stains, caused by leaks from vehicles, to be cleaned immediately. If motor vehicle leaks oil, a drip tray is to be used under the vehicle.

19. **FURNITURE PROTECTORS** - The tenant/s must use furniture protectors under the furniture to protect the timber floorboards.

20. **NO SMOKING** - The tenant/s agree that smoking is not permitted inside the property or near open windows or doors. The tenant agrees that they and all visitors to the property will abide by this condition.

*Lee Conigo*  
Tenant

*[Signature]*  
Tenant

*[Signature]* *cust*  
Landlord/Landlords Agent  
9/02/16

DATE