

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Professionals Narellan &amp; District Studio 9, Shop 10-11/38 Exchange Parade, Smeaton Grange, NSW 2567</b>	<b>Phone: 02 4623 0380 Ref: Marnie Harris</b>
co-agent		
vendor	<b>Alison Lee Lynch</b>	
vendor's solicitor	<b>Watson Law Pty Ltd 1, 302 Camden Valley Way, Narellan NSW 2567 PO Box 1012, Narellan NSW 2567</b>	<b>Phone: 02 4647 5526 Ref: KW:SN:211859 E: karen@watlaw.com.au</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date 2/13-17 Horbury Street, Sans Souci, New South Wales 2219 Registered Plan: Lot 2 Plan SP 11858 Folio Identifier 2/SP11858</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 type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	

**E:**  
(10% of the price, unless otherwise stated)

(if not stated, the date this contract was made)

buyer's agent

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

**GST AMOUNT** (optional)

The price includes  
 GST of: \$

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

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

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

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3) NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA \_\_\_\_\_

**Electronic transaction** (clause 30) no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO  yes

GST: Taxable supply

 NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

 NO  yes

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

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

Purchaser must make a *GSTRW payment*  
(GST residential withholding payment) NO  yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract <b>Other</b> <input type="checkbox"/> 59
<b>Home Building Act 1989</b> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Absolute Strata Management  
 PO Box 478, KOGARAH NSW 1485 Phone: 02 9553 0244  
 info@absolutestrata.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

## WARNINGS

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

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

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

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

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>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 undorsed <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 22 of the Swimming Pools Regulation 2018).

## 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* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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



## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

- 10.1.1 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.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 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

- 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.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 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;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

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

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

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



**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent 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*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</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 *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 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.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
  - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

2/13-17 Horbury Street SANS SOUCI NSW 2219

## **FURTHER SPECIAL CONDITIONS**

### **1. AMENDMENTS**

- a) Clause 5.2.1 of this Contract is amended by deleting the reference to twenty-one (21) days and making it fourteen (14) days;
- b) Clause 5.2.2 of this Contract is amended by deleting the reference to twenty-one (21) days and making it fourteen (14) days;
- c) Clause 7.2.1 is amended by removing 10% and replacing it with 5%;
- d) Clause 7.2.4 is amended by deletion of the words “and costs of the purchaser”;
- e) Clause 8.2 is deleted;
- f) Clause 14.4.2 is deleted;
- g) Clause 16.8 is amended to read “If the vendor requires more than five (5) bank cheques, the vendor must pay \$6.00 for each extra cheque”.
- h) Clause 16.12 is amended by deletion of the words ‘but the vendor must pay the purchaser’s additional expense, including any agency or mortgagee fee’;

### **2. RELEASE OF DEPOSIT**

Notwithstanding any other term or condition to the contrary contained herein, the deposit or any part of the deposit as the vendor may require shall be released to the vendor or as the vendor may direct for the sole purpose of payment of a deposit, stamp duty or balance purchase monies for the purchase of Real Estate property, and if released for the purpose of payment of a deposit then providing that such deposit is held in a Solicitor’s or Real Estate Agent’s Trust Account. The execution of this Contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

### **3. PAYMENT OF DEPOSIT**

It is acknowledged between the parties to this Contract that the deposit payable by the purchaser is the full 10% of the purchase price (hereinafter referred to as “the deposit”). Should the vendor allow the purchaser to pay part of the deposit on the making of this Contract, the balance of the deposit will become immediately due and payable as follows:

- a) if the purchaser/s default in the observance or performance of any obligation of any terms or conditions on the Contract; or
- b) on completion;

whichever is the earlier.

4. **DEATH OR INCAPACITY**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this further special condition not been included herein it is agreed that if either party:-

- a) being an individual, shall die or become incapable because of unsoundness of mind of managing his own affairs or be declared bankrupt or enter into any scheme or make any assignment for the benefit of his creditors; or
- b) being a Company, shall resolve to go into liquidation or enter into any scheme or arrangement with its' creditors under the relevant provisions of the *Corporations Act, 2001 (cth)* or any similar legislation or if a liquidator receiver or receiver manager or provisional liquidator or official manager be appointed of the party;

then either party may by way of notice in writing to the other party rescind this Contract and if the purchaser is not otherwise in default hereunder the provisions of Clause 19 hereof shall apply to such rescission.

5. **AGENT**

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

6. **INVALIDITY ETC.**

- a) In the event of any inconsistency between these special conditions and the special conditions contained in the printed conditions of the Contract, these special conditions shall prevail;
- b) The purchaser acknowledges that if prior to the signing of this Contract by or on behalf of the purchaser, documents or copies of documents of the kind referred to in this Contract, were attached to this Contract at the request of the

vendor, by or on behalf of the purchaser or the solicitor for the purchaser, the person so attaching such documents or copies of documents did so as the Agent of the vendor;

- c) The vendor shall not be required to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reasons of existence of any charge on the property for any rate, tax or outgoing and shall be obliged to serve a Notice to Complete on the purchaser notwithstanding that at the time such notice is issued or at anytime thereafter, there is a charge on the property for any rate, tax or outgoing.

7. **STATE OF REPAIR**

The purchaser acknowledges that the property and the improvements erected thereon are being sold in their present condition and that he buys the property relying on his own inspection, knowledge and inquiries and that he does not rely on warranties or representations (if any) made to him by or on behalf of the vendor other than those contained in this Contract.

The purchaser also acknowledges that he is purchasing the property in its' present condition as inspected and he acknowledges that no objection shall be taken, requisition made or compensation demanded in respect thereof.

8. **INCLUSIONS**

The purchaser shall accept the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this Contract.

9. **NOTICE TO COMPLETE**

In the event of either party is unable or unwilling to complete this contract on the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such Notice shall give not less than fourteen (14) days' notice after that day immediately following the day on which the notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties to be reasonable and shall be deemed both at law and equity sufficient to make time of the essence of this Contract. Further, if it becomes necessary for the vendor to issue a Notice to Complete pursuant

to this clause, then the purchaser shall pay to the vendor the costs of issue of such Notice assessed at \$330.00 (inclusive of GST) payable on completion.

10. **INTEREST**

If the purchaser shall not complete this purchase by the date for completion, without default by the vendor or if the vendor cannot settle on that day then the 2<sup>nd</sup> day after written notice from the vendor that the vendor is able to settle, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as nine per cent (9%) per annum, interest on the balance of purchase money, computed at a daily rate from the date immediately after the date for completion to the day on which this Contract is completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

11. **CANCELLATION/RESCHEDULING SETTLEMENT**

In the event that settlement does not take place at the scheduled date and time, due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$198.00 (including GST) on settlement, to cover the legal costs and other expenses incurred as a consequence of the cancellation or reschedule of settlement.

12. **TRANSFER**

Sufficient particulars of title for the preparation of the Transfer are contained in this Contract and the Purchasers shall not require the Vendor to provide any further particulars.

If this contract is not completed electronically, the purchaser must serve the correct form of Transfer at least 14 days prior to the date for completion. If the correct form of Transfer is not served within the time period stipulated then the purchaser shall pay to the vendor the sum of \$110.00 (including GST) on settlement to cover legal costs and expenses incurred as a consequence of the Purchaser's delay.

13. **WARRANTIES**

The purchaser acknowledges that he does not rely upon any warranty, statement or representations made or given by the vendor or on behalf of the vendor except as expressly provided herein. The purchaser acknowledges that he has inspected the property and the improvements (if any) erected on the property and relies entirely upon his own inquiries and inspection and accepts the property as it stands in its' present



condition and state of repair and subject to all defects (if any) whether latent or patent. The purchaser shall not be entitled to make any objections, requisitions or claims for compensation in respect of any matters referred to in this Clause.

14. **NON-COMPLIANCE**

In the event that there is any pergola, carport or any other structures on the property which do not comply with the requirements of the local Council or any other competent authority, then the Purchaser shall not raise any objection, make any requisition or claim compensation in respect of such non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such non-compliance.

15. **WATER USAGE**

The purchaser may, at his own expense, arrange to have a meter reading undertaken by the relevant water authority to ascertain water usage up to the date of completion and the vendor shall pay for such water usage to the date of completion. In the alternative, the vendor and the purchaser agree to adjust the water usage charges on the basis of an estimate of water usage charges in accordance with the average daily consumption as advised by the relevant water authority and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after completion.

16. **SWIMMING POOL**

If a swimming pool is included in the property, the purchaser must take the swimming pool and surrounds and fencing, if any, in its' present state of repair. The purchaser will not make any claim, objection or requisition in relation thereto or as to whether or not it complies with the Swimming Pools Act 1992. If any competent authority issues any notice requiring the erection of, or alteration to a fence or other work pursuant to the Swimming Pools Act 1992, such fence or work must be erected or carried out by the purchaser at the purchaser's expense.

17. **REQUISITIONS ON TITLE**

The Purchaser acknowledges that his rights to raise standard requisitions on title in respect of this Contract and the property the subject of this Contract are limited to raising requisitions in the form annexed hereto.

18. **SEWERAGE DIAGRAM**

The Vendor warrants and the Purchaser acknowledges that the diagram annexed to the Contract may only disclose the sewer mains and this is the only diagram available

for the property from the appropriate sewerage authority at the date of this Contract. The purchaser agrees to make no objection, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom.

19. **PLACE OF SETTLEMENT**

If this contract is not completed electronically, settlement shall be effected as the vendor's mortgagee directs. If the property is not mortgaged, then the settlement shall be effected at the offices of Watson Law and should the purchasers' not be in a position to settle at the offices of Watson Law, settlement may be effected at a place nominated by the purchasers' as long as the vendor's solicitors' agency fees in the sum of \$110.00 (inclusive of GST) are paid by the purchasers'.

20. **FOREIGN TAKEOVERS ACT**

The Purchaser warrants that:

- (i) The Purchaser (and if more than one then each of them) is ordinarily a resident in Australia within the meaning of the Foreign Takeovers Act 1975;
- (ii) The provision of the Foreign Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the Purchaser or this purchase.

In the event there being such a breach of this warranty whether deliberately or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

This warranty shall not merge on completion.

21. **GUARANTORS**

If the Purchaser is a company and if that company fails for any reason to complete this purchase in accordance with the terms and conditions of this Contract, the Directors/Secretary of that company who have signed this Contract on behalf of the company guarantee the due performance of the company's obligations under this Contract in every respect as if they had personally entered into this Contract themselves.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Alison Lee Lynch**  
Purchaser:  
Property: **2/13-17 Horbury Street, Sans Souci**  
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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:  
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?  
(b) have any orders been made by the Residential Tenancies 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing 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?

### Survey and building

13. 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 and that all improvements comply with local government/planning legislation.
14. 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.
15. In respect of the property and the common property:

- (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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? 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? 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*.
16. 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?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. 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 resumption or acquisition or proposed resumption or acquisition?
    - (ii) 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.
    - (iii) 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?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners corporation management**

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 2/SP11858

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/2/2021	3:56 PM	2	15/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY IMB LTD.

LAND

----

LOT 2 IN STRATA PLAN 11858  
AT SANS SOUCI  
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

-----

ALISON LEE LYNCH (TA AB53660)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP11858
- 2 AB53661 MORTGAGE TO IMB LTD

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP11858

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/2/2021	3:56 PM	6	29/9/2020

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 11858  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SANS SOUCI  
LOCAL GOVERNMENT AREA BAYSIDE  
PARISH OF ST GEORGE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP11858

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 11858  
ADDRESS FOR SERVICE OF DOCUMENTS:  
13-17 HORBURY STREET  
SANS SOUCI 2219

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN59092 INITIAL PERIOD EXPIRED
- 3 AQ430139 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

-----

STRATA PLAN 11858

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 109	2	- 94	3	- 94	4	- 94
5	- 109	6	- 109	7	- 94	8	- 94
9	- 94	10	- 109				

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

211859

PRINTED ON 18/2/2021

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

**COUNCIL'S CERTIFICATE**  
**ROCKDALE**  
 The Council of the City of Manly, State of New South Wales, being satisfied that the requirements of the Strata Title Act, 1973 have been complied with, approves of the registration of the plan hereinafter described as a strata plan.  
 Illustrated hereon, state plan of subdivision.  
 The proposed strata plan is the condition that shall be observed by the registered proprietor of the building proposed to be erected on the land shown on the plan.  
 Date: 22nd FEB 1977  
 Subdivision No. S2177  
 Council Clerk

**SURVEYOR'S CERTIFICATE**  
 I, JOHN JAMES TIERNEY, of 26, KURRABA RD, NORTH SYDNEY, a surveyor registered under the Surveyors Act, 1926, hereby certify that:  
 (1) any wall, the inner surface of any part of which corresponds to the boundary of the lot shown on the plan, is a wall which forms part of the building shown on the plan.  
 (2) any floor, ceiling, the upper or under surface of any part of which forms part of the building shown on the plan, is a floor, ceiling or structural ceiling space, by reference to which any boundary of a proposed lot shown on the plan is defined.  
 (3) any building containing proposed lots entered on the land shown on the plan, is a building which is a building shown on the plan, and each proposed lot is a lot shown on the plan.  
 (4) any building containing proposed lots entered on the land shown on the plan, is a building which is a building shown on the plan, and each proposed lot is a lot shown on the plan.  
 This is sheet 1 of my Plan in 2 sheets.

THE COMMON SEAL OF  
 C.F.I. DEVELOPMENTS PTY LIMITED  
 WAS HERETO AFFIXED BY THE  
 ORDER OF THE BOARD OF DIRECTORS  
 IN THE PRESENCE OF  
 SECRETARY



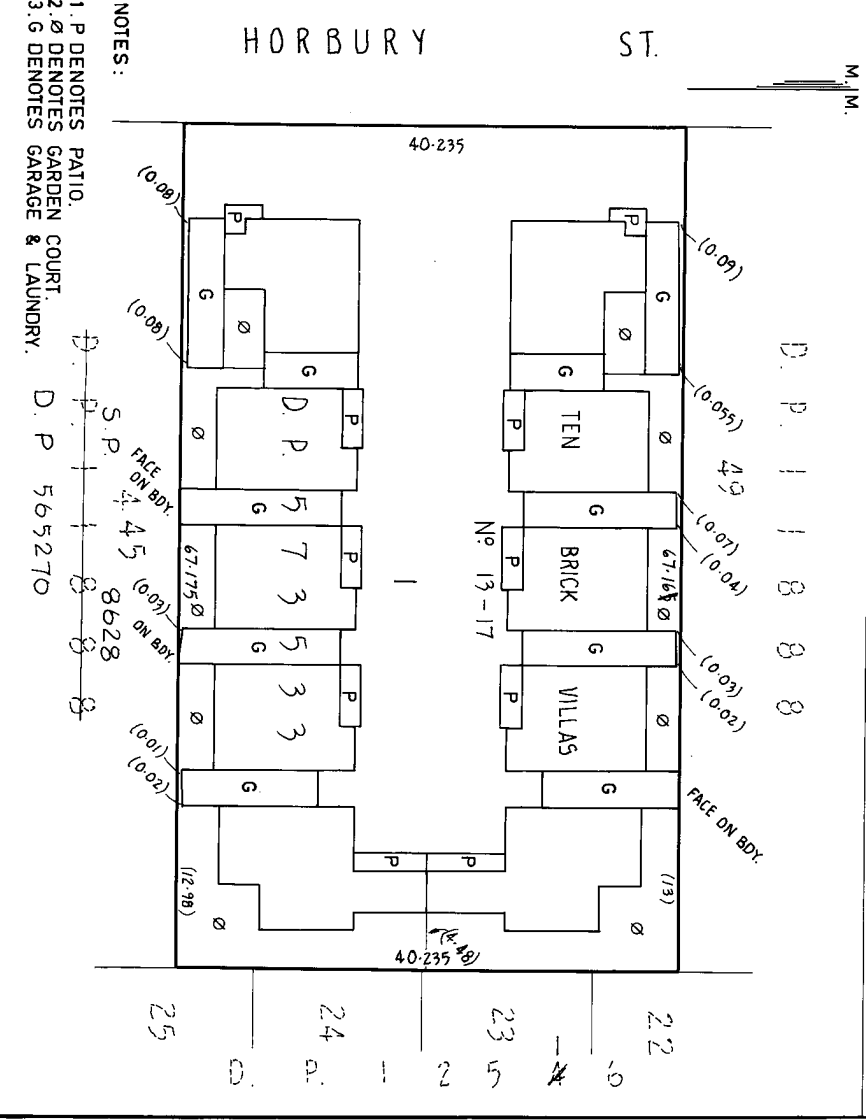
*Charles Walker*  
 Director  
*John James Tierney*  
 Surveyor

**PLAN OF SUBDIVISION OF LOT 1 IN D.P. 573533**  
 Municipality: ROCKDALE  
 Locality: SANS SOUCI  
 Parish: ST. GEORGE  
 County: CUMBERLAND  
 Reduction Ratio 1:400  
 Lengths are in metres

**STRATA PLAN 11858**  
 Registered: 26.3.1977  
 C.A.: No S2177 OF 22.2.1977  
 Purpose: STRATA PLAN  
 Ref. Map: ROCKDALE SH 14.  
 Last Plan: D.P. 573533 (D.P. 11888)

Name of and \*address for service of notices on, the body corporate:  
 \*Address required on original strata plan only.  
 THE PROPRIETORS OF STRATA PLAN N°11858  
 13-17 HORBURY ST, SANS SOUCI, 2219.

Signatures, seals and statements of intention to create easements or restrictions as to user.



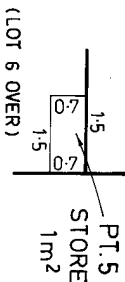


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 2 Sheets

STRATA PLAN 11858

LOT N <sup>o</sup>	UNIT ENTITLEMENT
1	109
2	94
3	94
4	94
5	109
6	109
7	94
8	94
9	94
10	109
AGGREGATE	1000



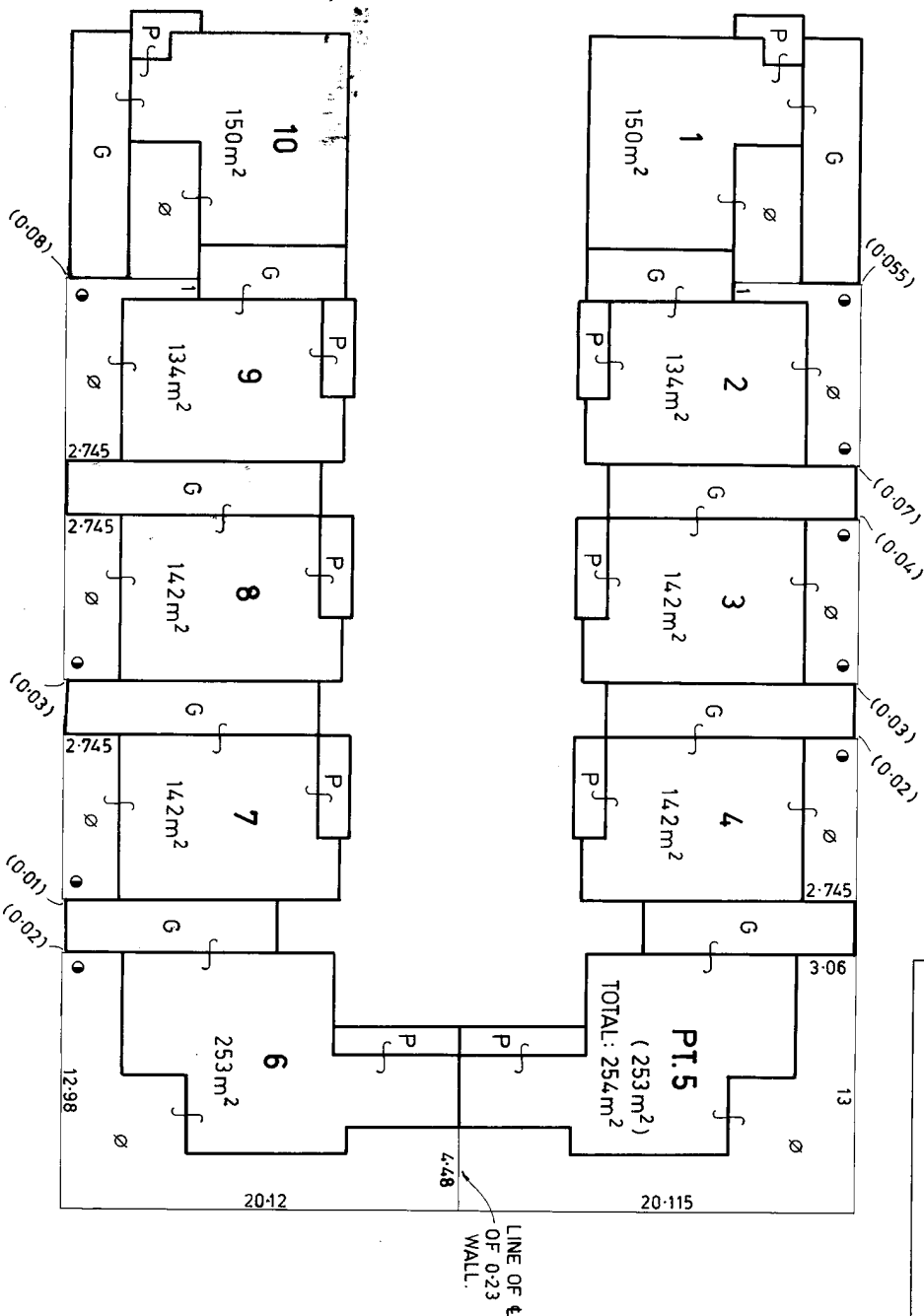
LOWER GROUND FLOOR

NOTE: STORE PT. LOT 5 IS LIMITED IN HEIGHT TO 0.33 BELOW THE UNDER SURFACE OF THE GROUND FLOOR OF LOT 6.

NOTES:

1. P DENOTES PATIO.
2. Ø DENOTES GARDEN COURT.
3. G DENOTES GARAGE AND LAUNDRY.
4. ● DENOTES LINE OF OUTSIDE FACE OF WALL.
5. AREAS OF LOTS INCLUDE AREAS OF PART LOTS SHOWN T, P, Ø, G.
6. THE HEIGHT OF THE PATIOS, WHERE UNROOFED IS LIMITED TO 2.74 ABOVE THE UPPER SURFACE OF THE SLABS ON WHICH THEY STAND.

GROUND FLOOR



Reduction Ratio 1:250

Lengths are in metres

*John J. Tierney*  
Registered Surveyor

*[Signature]*  
Council Clerk



11858 2 of 2

Form: 1SCH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



**AN59092J**

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

(A) **TORRENS TITLE**

For the common property CP/SP 11858
--

(B) **LODGED BY**

Document Collection Box 1011N	Name, Address or DX, Telephone, and Customer Account Number if any 123723T R. WILLIAMSON GPO BOX 2747 SYDNEY 2001 Reference: ASM	CODE <b>CH</b>
----------------------------------	--	-------------------

(C) The Owners-Strata Plan No. 11858

certify that a special resolution was passed on 30/8/2017

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

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law ~~2~~ **1**

Amended by-law No. NOT APPLICABLE

as fully set out below: **1**

Special By-Law ~~2~~ - Minor Renovations

a. The Owners Corporation, according to Section 110(6)(b) of the Strata Schemes Management Act 2015, delegates its functions to approve minor renovations by owners under section 110 to the Strata Committee.

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

(G) The seal of The Owners-Strata Plan No. 11858 was affixed on 9/9/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *Cassandra O'Connor*

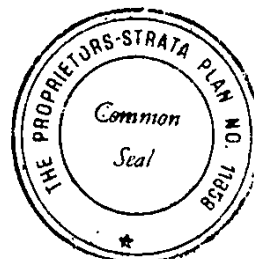
Name: CASSANDRA O'CONNOR

Authority: STRATA MANAGER

Signature:

Name:

Authority:



# Annexure A

## Schedule 2 By-laws for pre-1996 strata schemes (Clause 35)

### 1 Noise

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

**Note.** This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 2 Vehicles

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

**Note.** This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 3 Obstruction of common property

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

**Note.** This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

An owner or occupier of a lot must not:

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

**Note.** This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 5 Damage to common property

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

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

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

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

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

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

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



- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

**Note.** This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 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.

**Note.** This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 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.

**Note.** This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 8 Behaviour of invitees

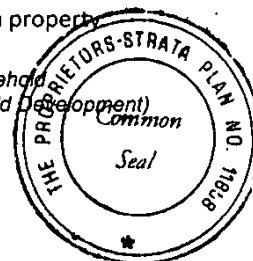
An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

**Note.** This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 9 Depositing rubbish and other material on common property

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

**Note.** This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.



## 10 Drying of laundry items

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

**Note.** This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 11 Cleaning windows and doors

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

**Note.** This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

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

**Note.** This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

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

**Note.** This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.



#### 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.

**Note.** This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### 15 Garbage disposal

An owner or occupier of a lot:

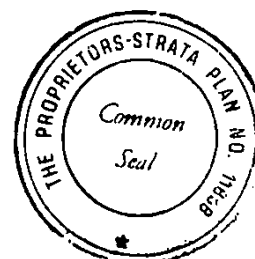
- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the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

**Note.** This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### 16 Keeping of animals

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

**Note.** This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*. - See page 9



**17 Appearance of lot**

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

**Note.** This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

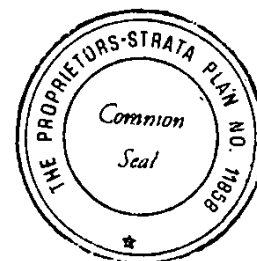
**18 Notice board**

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

**Note.** This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

**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. The Proprietor for the time being of Lot 5 (herein called "the Proprietor") shall be entitled to exclusive use and enjoyment of that part of the Common Property being the air conditioner which services Lot 5 (herein called "the air conditioner") and the Proprietor shall be responsible for the proper maintenance and the keeping in a state of good and serviceable repair of the air conditioner. In the event that the Proprietor defaults in the performance of any term or condition of this By-Law and such default continues for a period of seven (7) days after notice thereof is given to him by the Secretary of the Body Corporate then the council of the Body Corporate may resolve to rectify the breach of this By-Law in any way which it deems fit and proper and the Proprietor shall reimburse the Body Corporate for the costs of such rectification upon demand. In the event that the Proprietor fails to do so such amount shall be recoverable by the Body Corporate from the Proprietor in any Court of competent jurisdiction as a debt due by the Proprietor to the Body Corporate together with interest thereon from the date of demand at the annual rate of Twenty (20%) per cent.
21. The Proprietor for the time being of Lot 6 (herein called "the Proprietor") shall be entitled to exclusive use and enjoyment of that part of the Common Property being the air conditioner which services Lot 6 (herein called "the air conditioner") and the Proprietor shall be responsible for the proper maintenance and the keeping in a state of good and serviceable repair of the air conditioner. In the event that the Proprietor defaults in the performance of any term or condition of this By-Law and such default continues for a period of seven (7) days after notice thereof is given to him by the Secretary of the Body Corporate then the council of the Body Corporate may resolve to rectify the breach of this By-Law in any way which it deems fit and proper and the Proprietor shall reimburse the Body Corporate for the costs of such rectification upon demand. In the event that the Proprietor fails to do so such amount shall be recoverable by the Body Corporate from the Proprietor in any Court of competent jurisdiction as a debt due by the Proprietor to the Body Corporate together with interest thereon from the date of demand at the annual rate of Twenty (20%) per cent.
22. The Proprietor for the time being of Lot 9 (herein called "the Proprietor") shall be entitled to exclusive use and enjoyment of that part of the Common Property being the air conditioner which services Lot 9 (herein called "the air conditioner") and the Proprietor shall be responsible for the proper maintenance and the keeping in a state of good and serviceable repair of the air conditioner. In the event that the Proprietor defaults in the performance of any term or condition of this By-Law and such default continues for a period of seven (7) days after notice thereof is given to him by the Secretary of the Body Corporate then the council of the Body Corporate may resolve to rectify the breach of this By-Law in any way which it deems fit and proper and the Proprietor shall reimburse the Body Corporate for the costs of such rectification upon demand. In the event that the Proprietor fails to do so such amount shall be recoverable by the Body Corporate from the Proprietor in any Court of competent jurisdiction as a debt due by the Proprietor to the Body Corporate together with interest thereon from the date of demand at the annual rate of Twenty (20%) per cent.



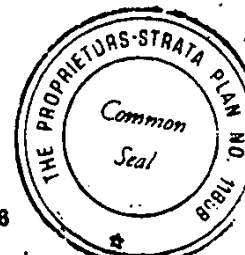
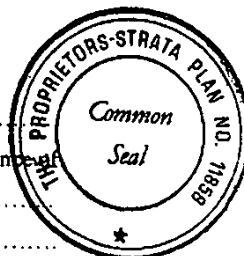


- 23.** The Proprietor for the time being of Lot 10 (herein called "the Proprietor") shall be entitled to exclusive use and enjoyment of that part of the Common Property being the air conditioner which services Lot 10 (herein called "the air conditioner") and the Proprietor shall be responsible for the proper maintenance and the keeping in a state of good and serviceable repair of the air conditioner. In the event that the Proprietor defaults in the performance of any term or condition of this By-Law and such default continues for a period of seven (7) days after notice thereof is given to him by the Secretary of the Body Corporate then the council of the Body Corporate may resolve to rectify the breach of this By-Law in any way which it deems fit and proper and the Proprietor shall reimburse the Body Corporate for the costs of such rectification upon demand. In the event that the Proprietor fails to do so such amount shall be recoverable by the Body Corporate from the Proprietor in any Court of competent jurisdiction as a debt due by the Proprietor to the Body Corporate together with interest thereon from the date of demand at the annual rate of Twenty (20%) per cent.

Amended by law No. 16 ..... as fully set out below.

Subject to Section 49(4) an owner or occupier of a residential lot must not keep an animal on the lot or common property

(F) The common seal of the owners of Strata Plan No. 11858  
was affixed on 22ND APRIL 1999 in the presence of  
*Names (use block letters)* DENNIS HALES  
*Signatures* [Signature]  
being the person(s) authorised by section 238 of the Strata Schemes Management Act  
1996 to attest the affixing of the seal.



(G) **Council's Certificate under section 56(4) of the Strata Schemes Management Act 1998**  
I certify that ..... Council has approved the change of by-laws set out herein.  
Dated ..... *Signature of General Manager* .....

Page 1 of .....

Checked by (LTOusc) [Signature]

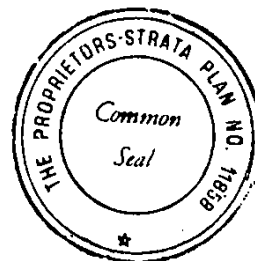
## MINOR RENOVATIONS TO INTERNAL LOTS

### SPECIAL BY-LAW ~~3~~ 1

#### Minor Renovations

- a. The Owners Corporation, according to Section 110(6)(b) of the Strata Schemes Management Act 2015, delegates its functions to approve minor renovations by owners under section 110 to the Strata Committee.

*W. Com S*



## Approved Form 10

### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 11858 was affixed on ^ 9/09/2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Cassandra O'Connor Authority: STRATA MANAGER

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

^ Insert appropriate date

\* Strike through if inapplicable.

---

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

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

Created 2016



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales



Strata Schemes Management Act 2015  
Real Property Act 1900

**AQ430139Q**

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

(A) **TORRENS TITLE**

For the common property CP/SP11858
---------------------------------------

(B) **LODGED BY**

Document Collection Box  1011N	Name <u>R WILLIAMSON</u>	CODE  <b>CH</b>
	Company (IF APPLICABLE) Address <u>123 723</u> E-mail Contact Number Customer Account Number (IF APPLICABLE) Reference <u>ASM</u>	

(C) The Owner-Strata Plan No. 11858 certify that a special resolution was passed on 3/8/2020

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

(E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. NOT APPLICABLE  
 Amended by-law No. 16  
 as fully set out below :  
 REFER ANNEXURE 'A'

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

(G) The seal of The Owners-Strata Plan No. 11858 was affixed on 6/8/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : [Signature]  
 Name : LOIS O'LOUGHLIN  
 Authority : STRATA MANAGER  
 Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Authority : \_\_\_\_\_



## ANNEXURE 'A'

### Consolidated By Laws – Strata Plan 11858

#### 1 Noise

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

#### 2 Vehicles

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

#### 3 Obstruction of common property

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

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

An owner or occupier of a lot must not:

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

#### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.  
**Note.** This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.



**6 Behaviour of owners and occupiers**

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

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

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

**8 Behaviour of invitees**

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

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

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

**10 Drying of laundry items**

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

**11 Cleaning windows and doors**

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

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

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

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

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

### **14 Floor coverings**

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

### **15 Garbage disposal**

An owner or occupier of a lot:

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

### **16 Keeping of animals**

- (a) The owner or occupier of a lot may keep small to medium pets without approval of the owners corporation.
- (b) If an owner or occupier has objections to another owner/occupiers pet, written objections are to be reviewed by the owners corporation. The pet owner then has the right to respond to objections.
- (c) The owners corporation must not unreasonably withhold its approval for keeping an animal on a lot or common property.
- (d) The dog/cat should remain inside the owner or occupiers villa at all times unless being taken for a walk or to a vet when it must be on a leash or in a cage.
- (e) Noise should be kept to an absolute minimum so as not to deprive the other owners/tenants of the peace and quiet they have enjoyed since the owners corporation inception.
- (f) If the dog/cat walks onto the common property, the pet owner/tenant should be solely responsible for picking up its mess, any damage the pet may cause or any injury the pet may cause to another person and that the owners corporation is not liable in any way.



**17 Appearance of lot**

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

**18 Notice board**

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

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

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

**20. Lot 5 - Exclusive Use**

The Proprietor for the time being of Lot 5 (herein called 'the Proprietor') shall be entitled to exclusive use and enjoyment of that part of the Common Property being the air conditioner which services Lot 5 (herein called 'the air conditioner') and the Proprietor shall be responsible for the proper maintenance and the keeping in a state of good and serviceable repair of the air conditioner. In the event that the Proprietor defaults in the performance of any term or condition of this By-Law and such default continues for a period of seven (7) days after notice thereof is given to him by the Secretary of the Body Corporate then the council of the Body Corporate may resolve to rectify the breach of this By Law in any way which it deems fit and proper and the Proprietor shall reimburse the Body Corporate for the costs of such rectification upon demand. In the event that the Proprietor fails to do so such amount shall be recoverable by the Body Corporate from the Proprietor in any Court of competent jurisdiction as a debt due by the Proprietor to the Body Corporate together with interest thereon from the date of demand at the annual rate of Twenty (20%) per cent.

**21. Lot 6 – Exclusive Use**

The Proprietor for the time being of Lot 6 (herein called 'the Proprietor') shall be entitled to exclusive use and enjoyment of that part of the Common Property being the air conditioner which services Lot 5 (herein called 'the air conditioner') and the Proprietor shall be responsible for the proper maintenance and the keeping in a state of good and serviceable repair of the air conditioner. In the event that the Proprietor defaults in the performance of any term or condition of this By-Law and such default continues for a period of seven (7) days after notice thereof is given to him by the Secretary of the Body Corporate then the council of the Body Corporate may resolve to rectify the breach of this By Law in any way which it deems fit and proper and the Proprietor shall reimburse the Body Corporate for the costs of such rectification upon demand. In the event that the Proprietor fails to do so such amount shall be recoverable by the Body Corporate from the Proprietor in any Court of competent jurisdiction as a debt due by the Proprietor to the Body Corporate together with interest thereon from the date of demand at the annual rate of Twenty (20%) per cent.

**22. Lot 9 – Exclusive Use**

The Proprietor for the time being of Lot 9 (herein called 'the Proprietor') shall be entitled to exclusive use and enjoyment of that part of the Common Property being the air conditioner which services Lot 9 (herein called 'the air conditioner') and the Proprietor shall be responsible for the proper maintenance and the keeping in a state of good and serviceable repair of the air conditioner. In the event that the Proprietor defaults in the performance of any term or condition of this By-Law and such default continues for a period of seven (7) days after notice thereof is given to him by the Secretary of the Body Corporate then the council of the Body Corporate may resolve to rectify the breach of this By Law in any way which it deems fit and proper and the Proprietor shall reimburse the Body Corporate for the costs of such rectification upon demand. In the event that the Proprietor fails to do so such amount shall be recoverable by the Body Corporate from the Proprietor in any Court of competent jurisdiction as a debt due by the Proprietor to the Body Corporate together with interest thereon from the date of demand at the annual rate of Twenty (20%) per cent.

**23. Lot 10 – Exclusive Use**

The Proprietor for the time being of Lot 10 (herein called 'the Proprietor') shall be entitled to exclusive use and enjoyment of that part of the Common Property being the air conditioner which services Lot 10 (herein called 'the air conditioner') and the Proprietor shall be responsible for the proper maintenance and the keeping in a state of good and serviceable repair of the air conditioner. In the event that the Proprietor defaults in the performance of any term or condition of this By-Law and such default continues for a period of seven (7) days after notice thereof is given to him by the Secretary of the Body Corporate then the council of the Body Corporate may resolve to rectify the breach of this By Law in any way which it deems fit and proper and the Proprietor shall reimburse the Body Corporate for the costs of such rectification upon demand. In the event that the Proprietor fails to do so such amount shall be recoverable by the Body Corporate from the Proprietor in any Court of competent jurisdiction as a debt due by the Proprietor to the Body Corporate together with interest thereon from the date of demand at the annual rate of Twenty (20%) per cent.

**24. Lot 10 – Maintenance**

The current Proprietor and all future Proprietors of Lot 10 (herein called 'the Proprietor') shall be responsible at their own cost, the proper maintenance and repair of and keeping in the state of good repair with respect of the wall which is in between the laundry and courtyard of Lot 10 failing to do so will be a breach of this by-law.

**Special By Law 1 – Minor Renovations to Internal Lots**

The owners corporation, according to Section 110(6)(b) of the Strata Schemes Management Act 2015, delegates its functions to approve minor renovations by owners under Section 110 to the Strata Committee.



### Approved Form 10

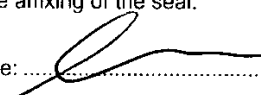
#### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 11858 was affixed on ^ 6/8/20 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Lois O'Loughlin Authority: STRATA MANAGER

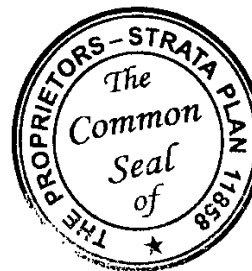
Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date  
\* Strike through if inapplicable.

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

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



19 February 2021

Our Ref: Certificate No. 60511  
Contact: Customer Service 1300 581 299

Watson Law  
1/302 Camden Valley Way  
NARELLAN NSW 2567

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

---

## SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

### ISSUED TO:

Watson Law  
1/302 Camden Valley Way  
NARELLAN NSW 2567

Council: Bayside  
County: Cumberland  
Parish: St George

Fee: 53.00  
Receipt No: 4675419  
Receipt Date:  
Your Ref: LYNCH:46754

---

**PROPERTY: 2/13-17 HORBURY STREET, SANS SOUCI NSW 2219**

---

Lot 2 SP 11858

CT

Assessment No: 15234

**Date: 19 February 2021**



For  
Meredith Wallace  
**General Manager**

**Rockdale Customer Service Centre**  
444-446 Princes Highway  
Rockdale NSW 2216, Australia  
ABN 80 690 785 443

**Eastgardens Customer Service Centre**  
Westfield Eastgardens  
152 Bunnerong Road  
Eastgardens NSW 2036, Australia  
ABN 80 690 785 443

**T 1300 581 299 | 02 9562 1666**  
**E [council@bayside.nsw.gov.au](mailto:council@bayside.nsw.gov.au)**  
**W [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au)**

**Postal address:** PO Box 21, Rockdale NSW 2216



COPY

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**Notes:** (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

**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.**

Rockdale Local Environmental Plan 2011

State Environmental Planning Policy No 19	Bushland in Urban Areas
State Environmental Planning Policy No 21	Caravan Parks
State Environmental Planning Policy No 33	Hazardous and Offensive Development
State Environmental Planning Policy No 50	Canal Estates Development
State Environmental Planning Policy No 55	Remediation of Land
State Environmental Planning Policy No 64	Advertising and Signage
State Environmental Planning Policy No 65	Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70	Affordable Housing (Revised Schemes)
State Environmental Planning Policy	(Affordable Rental Housing) 2009
State Environmental Planning Policy	(Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy	(Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy	(Exempt and Complying Development Codes) 2008
State Environmental Planning Policy	(Housing for Seniors and People with a Disability) 2004 (Only applies to land referred to in clause 4 (1) of the Policy and does not apply to land referred to in clause 4 (2) of the Policy)
State Environmental Planning Policy	(Infrastructure) 2007
State Environmental Planning Policy	(Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy	(Miscellaneous Consent Provisions) 2007
State Environmental Planning Policy	(State and Regional Development) 2011
State Environmental Planning Policy	(Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy	(Coastal Management) 2018
State Environmental Planning Policy	(Arncliffe and Banksia Precincts) 2018
State Environmental Planning Policy	(Primary Production and Rural Development) 2019

Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment (only applies to land within the Georges River Catchment, referred to in Clause 2 of the Plan, being, in the Bayside Council area, certain land within the suburbs of Dolls Point, Ramsgate, Sandringham and Sans Souci).

**(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 Bayside Local Environmental Plan

- Draft State Environmental Planning Policy – Remediation of Land
- Draft Amendments to State Environmental Planning Policy (Three Ports) 2013

For more information or to determine whether these policies apply to your property, visit the Department of Planning and Environment website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

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

Rockdale Development Control Plan 2011

**(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.**

**2 Zoning and land use under relevant local environmental plans**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- 2(a) the identity of the zone, whether by reference to a name or by reference to a number;
- 2(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent;
- 2(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent;
- 2(d) the purposes for which the instrument provides that development is prohibited within the zone;

The following zone or zones apply under the local environmental plan or deemed environmental planning instrument referred to in question 1 (1):

**Zone R3 Medium Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that land uses are carried out in a context and setting that minimises any impact on the character and amenity of the area.

**2 Permitted without consent**

Home-based child care; Home businesses; Home industries; Home occupations; Roads.

**3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Child care centres; Community facilities; Environmental protection works; Group homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Respite day care centres; Seniors housing; Water supply systems; Any other development not specified in item 2 or 4.



#### 4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies.

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

**No development standards apply** to the land that fixes minimum land dimensions for the erection of a dwelling house.

---

**Note:** The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

---

**2(f) whether the land includes or comprises critical habitat;**

The land **does not** include or comprise critical habitat.

**2(g) whether the land is in a conservation area (however described);**

The land **is not** in a conservation area.

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

There is **no such item** situated on the land.

**2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP); or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP); or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act;

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Not applicable

**3 Complying development**

- 1 The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*;
- 2 The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses; and
- 3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Housing Code**

Complying development **may be** carried out on the land under the above code.

**Inland Code**

Complying development **may be** carried out on the land under the above code.

**Low Rise Medium Density Code**

Complying development **may be** carried out on the land under the above code.

**Rural Housing Code**

Complying development **may be** carried out on the land under the above code.

**Greenfield Housing Code**

Complying development **may be** carried out on the land under the above code.

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

Complying development **may be** carried out on the land under the above code.

**Housing Alterations Code**

Complying development **may be** carried out on the land under the above code.

**General Development Code**

Complying development **may be** carried out on the land under the above code.

**Commercial and Industrial Alterations Code**

Complying development **may be** carried out on the land under the above code.

**Container Recycling Facilities Code**

Complying development **may be** carried out on the land under the above code.

**Subdivisions Code**

Complying development **may be** carried out on the land under the above code.

**Demolition Code**

Complying development **may be** carried out on the land under the above code.

**Fire Safety Code**

Complying development **may be** carried out on the land under the above code.

---

**Notes:**

(1) If a reference is made to "part of the land", Complying Development **may be** carried out on the portion of the land not subject to such a restriction.

(2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

---

**4B Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works**

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

The land **is not** subject to annual charges.

**5 Mine subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*

The land **is not** so proclaimed.

**6 Road widening and road realignment**

Whether or not the land is affected by any road widening or road realignment under:

**(a) Division 2 of Part 3 of the *Roads Act 1993*, or**

The land **is not affected by** any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

**(b) Any environmental planning instrument, or**

The land **is not affected by** any road widening or road realignment under any environmental planning instrument.

**(c) Any resolution of the council**

The land **is not affected by** any road widening or road realignment under any resolution of the Council.

**7 Council and other public authority policies on hazard risk restrictions**

**Whether or not the land is affected by a policy:**

- (a) adopted by the council; or**
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council;**

**that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)**

**Contaminated Land Policy**

Former City of Rockdale Council adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the former City of Rockdale. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

**7A Flood related development control information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.**

**Yes** – Clause 6.6 of the Rockdale Local Environmental Plan 2011 applies to the land.

**Yes** – Rockdale Development Control Plan 2011 applies to the land.

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.**

**Yes** – Clause 6.6 of the Rockdale Local Environmental Plan 2011 applies to the land.

**Yes** – Rockdale Development Control Plan 2011 applies to the land.

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**Note:**

(1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

(2) Council is not in a position to identify whether the information provided under Clause 7A relates to a current or future hazard as defined in Planning Circular PS 14-003.

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**Note:** (1) Further information relating to flooding is available and will be provided in "Advice under Section 10.7 (5)" if a full certificate is purchased from the Council.

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- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.**

**8 Land reserved for acquisition**

**Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.**

The land is **not affected** by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**9 Contributions plans**

**The name of each contributions plan applying to the land**

Rockdale Section 94A Development Contributions Plan 2008  
Rockdale Section 94 Contributions Plan 2004

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**Note:** If land is within the former Rockdale City local government area, the *Rockdale Section 94 Contributions Plan (Amendment No 4)* and *Rockdale Section 94 Contributions Plan 1998* will continue to apply to all development applications and applications for complying development certificates made prior to 1 June 2004.

---

**9A Biodiversity certified land**

**If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.**

The land is **not** biodiversity certified land.

**10 Biobanking agreements**

**If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).**

The land is **not** subject to any such agreement.

**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).**

The land **does not** contain a set aside area.

**11 Bush fire prone land**

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land is **not** bush fire prone land.

**12 Property vegetation plans**

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land is **not** land to which a property vegetation plan applies.

**13 Orders under *Trees (Disputes Between Neighbours) Act 2006***

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

The land is **not** subject to such an order.

**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.

The land is **not** subject to any such directions.

**15 Site compatibility certificates and conditions for seniors housing**

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

(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (i) the period for which the certificate is current; and
- (ii) that a copy may be obtained from the head office of the Department of Planning; and

The land is **not** subject to any such certificate.

(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

The land is **not** subject to any such statement.

**16 Site compatibility certificates for infrastructure, schools or TAFE establishments**

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate(schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid; and
- (b) that a copy may be obtained from the head office of the Department of Planning.

The land is **not** subject to any such certificate.

**17 Site compatibility certificates and conditions for affordable rental housing**

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is current; and
- (b) that a copy may be obtained from the head office of the Department of Planning.

The land is **not** subject to any such certificate.

(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 37 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

The land is **not** subject to any such statement.

**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;
- (2) The date of any subdivision order that applies to the land; and
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

The land is **not** so affected.

**19 Site verification certificates**

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate; and  
(Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007)
- (b) the date on which the certificate ceases to be current (if any); and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

The land is **not** subject to any such certificate.

**20 Loose-fill asbestos insulation**

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

The land is **not** so listed.

**21 Affected building notices and building product rectification orders**

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
  - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with; and
  - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
- (3) In this clause:  
*affected building notice* has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).  
*building product rectification order* has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Council is **not aware of an issue** of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

**Section 59(2) Contaminated Land Management Act 1997**

**Note:** The following matters are prescribed by section 59 (2) of *the Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated 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;

Not applicable

- (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;

Not applicable

- (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;

Not applicable



**(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; and**

Not applicable

**(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.**

Not applicable

**[End of information under section 10.7 (2)]**

COPY

## IMPORTANT NOTICE TO PURCHASERS

### ALTERATIONS AND ADDITIONS TO BUILDINGS

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Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Rockdale Local Environmental Plan 2011* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1300 581 299.

COPY

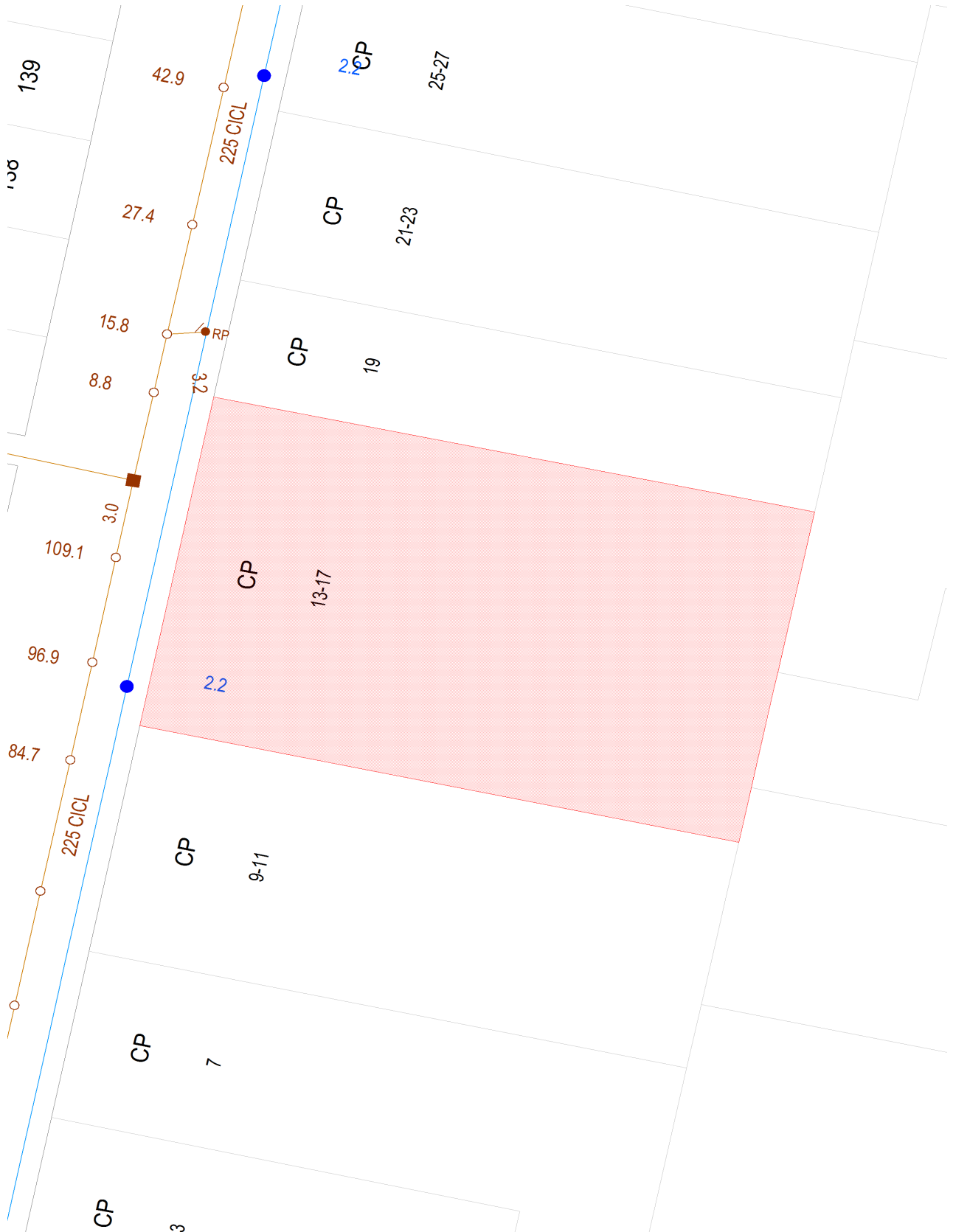
## LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

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The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the \$133 fee. The Council cannot issue advice under section 10.7 (5) separately.

- A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.
- B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.
- D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)
- E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land
- F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development
- G Restrictions of the use of groundwater contained within the Botany Sands Aquifer
- H Other policies that may be applicable to the land

**Service Location Print**  
Application Number: 8000458587



Document generated at 22-02-2021 10:12:43 AM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8000458589

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
**SEWERAGE SERVICE DIAGRAM**

*C.F.I. DEV*

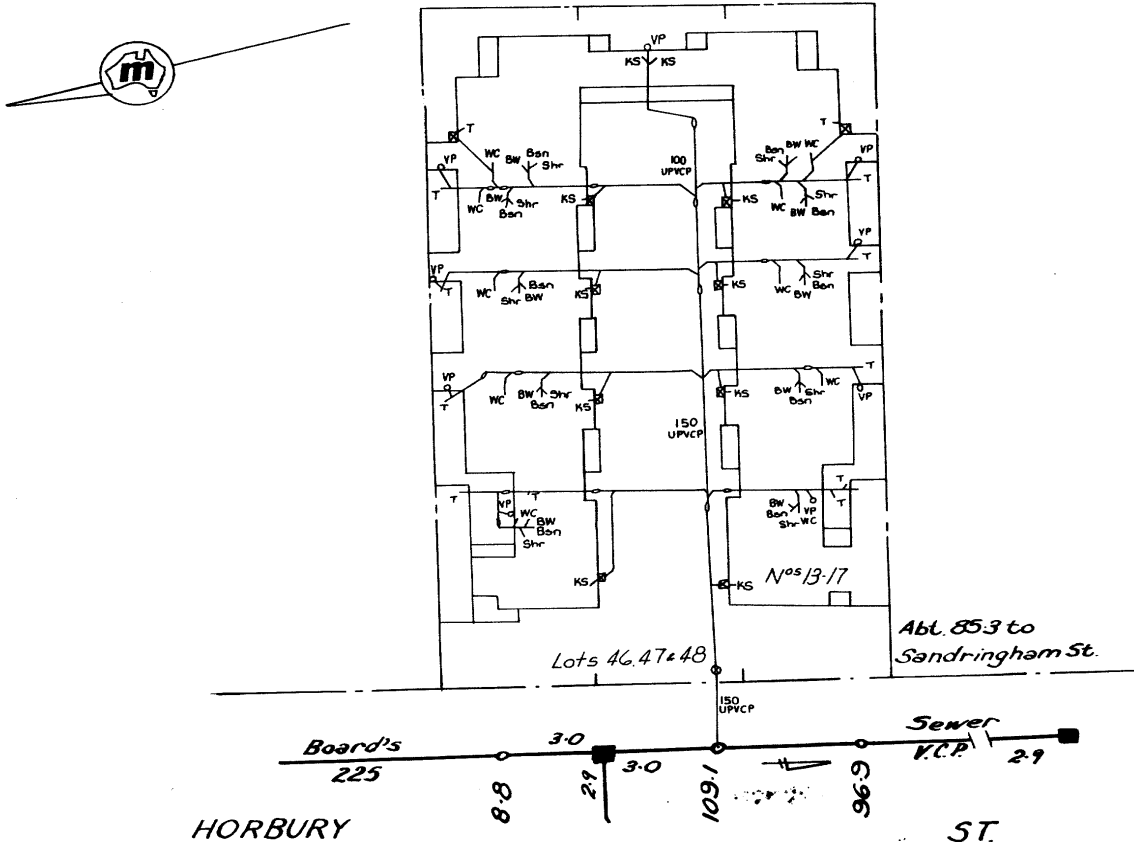
Municipality of Rockdale

No.144796

- SYMBOLS AND ABBREVIATIONS**
- |      |                    |        |                |    |              |     |                   |
|------|--------------------|--------|----------------|----|--------------|-----|-------------------|
| ⊠    | Boundary Trap      | ■ RV   | Reflux Valve   | IP | Induct Pipe  | Bsn | Basin             |
| ⊕    | Inspection Shaft   | ↔      | Cleaning Eye   | MF | Mica Flap    | Shr | Shower            |
| ■    | Pit                | ○ VERT | Vertical Pipe  | T  | Tubs         | WIP | Wrought Iron Pipe |
| ■ GI | Grease Interceptor | ○ VP   | Vent Pipe      | KS | Kitchen Sink | CIP | Cast Iron Pipe    |
| ⊠    | Gully              | ○ SVP  | Soil Vent Pipe | WC | Water Closet | FW  | Floor Waste       |
| ⊠ PT | P Trap             | DCC    | Down Cast Cowl | BW | Bath Waste   | WM  | Washing Machine   |

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. .... W.C.s. ....  
 SHEET No. **5633** ..... U.C.s. .... **Scale 1 : 500** For House Services Engineer

DRAINAGE		BRANCH OFFICE		PLUMBING	
.....W.C.	Supervised by	Date	Date	Supervised by	Date
.....Bth.	Inspector		Outfall <b>5MS005</b> # LL	Inspector	
.....Shr.					
.....Bsn.	Chief Inspector		Drainer		
.....K.S.					
.....T.	Tracing Checked		Plumber		
.....Pig.					
Dge. Int.			Boundary Trap		
Dge. Ext.			■/is not required		

**174-118**  
**427-199**  
**428-370**  
**713-021**  
**885-050**

**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.


**IMPORTANT NOTES ABOUT THIS AGREEMENT**

1. The tenant should be given time to read this agreement (including the completed condition report which forms part of this agreement) and to obtain appropriate advice if necessary.
2. A landlord or landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) before the tenant enters into the residential tenancy agreement.

 This agreement is made on 8 / 9 / 12 at RAMSGATE Between

**LANDLORD** [Insert name of landlord(s) and contact details]

Name/s	ALLISON LYNCH		
Contact Details	A.B.N. (if applicable)		
	Care of Agent <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

**TENANT** [Insert name of tenant(s) and contact details (eg. Residential and business address, phone, fax and email details.))

RYAN MCCARTHY & LEANNE FREEBURN			
0410 366 258			

The tenant agrees to notify the landlord or the landlord's agent in writing of any changes to these details within 14 days

**LANDLORD'S AGENT DETAILS** [Insert name of landlord's agent (if any) and contact details]

Licensee	ANTHONY LAWRENCE FIRMSTONE		
Trading as	TONY FIRMSTONE REAL ESTATE	A.B.N.	57 059 622 070
Address	235 ROCKY POINT ROAD, RAMSGATE		
		Postcode	2217
Phone	9529-5011	Fax	9583-1394
		Email	tonyfirmstone@tonyfirmstone.com.au

 Agent:  ongoing management OR  leasing only

(if leasing agent only, the tenant must contact the landlord with any management inquiries)

**TENANT'S AGENT DETAILS** [Insert name of tenant's agent (if any) and contact details]

If appointed, all notices and documents given to the tenant must also be given to the tenant's agent

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

The tenant agrees to notify the landlord or the landlord's agent in writing of any changes to these details within 14 days

**TERM OF AGREEMENT**

 The term of this agreement is: 52 weeks ~~months~~ ~~years~~  
 starting on 8 / 9 / 12 and ending on 7 / 9 / 13 [Cross out if not applicable]

**RESIDENTIAL PREMISES**

The residential premises are [Insert address].

Address	2/13 - 17 HORBURY STREET		
	SANS SOUCI		
		Postcode	2219



**RESIDENTIAL TENANCY AGREEMENT**

The residential premises include: [List things such as a parking space, garage, storeroom or furniture provided (attach inventory)]

LOCK UP GARAGE WITH REMOTE CONTROL

**Note:** If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods.

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

**RENT** A tenant must pay the rent on or before the day set out in this agreement.

The rent is \$900.00 per FORTNIGHT payable in advance starting on 8 / 9 / 12

The method by which the rent must be paid:

(a) to TONY FIRMSTONE REAL ESTATE at [redacted] ~~by cash or cheque or~~

(b) into the following account, or any other account subsequently nominated by the landlord:

Name of Financial Institution: [redacted] BSB number: [redacted]

Account number: [redacted]

Account name: [redacted]

Payment reference: DIRECT DEPOSIT THROUGH 'B' PAY MONEY ORDER, or

(c) as follows: [redacted]

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

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

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

A rental bond of \$1800.00 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 [redacted] persons may ordinarily live in the premises at any one time.

Other people who will ordinarily live at the premises may be listed here (cross out if not needed):

[redacted]

**URGENT REPAIRS** Nominated tradesperson(s) for urgent repairs and their contact details:

Electrical repairs: [redacted]

Plumbing repairs: [redacted]

Glass repairs: [redacted]

Locksmith: [redacted]

Other repairs: [redacted]

**WATER USAGE**

Will the tenant be required to pay separately for water usage? Yes  No . If yes, see clauses 11 and 12.

**STRATA BY-LAWS**

Are there any strata or community scheme by-laws applicable to the residential premises? Yes  No . If yes, see clause 35 and clause 54.

**CONDITION REPORT**

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed and forms part of this agreement.

**TENANCY LAWS**

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

[Handwritten signatures]

## RESIDENTIAL TENANCY AGREEMENT

### RIGHT TO OCCUPY THE PREMISES

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

### COPY OF AGREEMENT

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

### RENT

#### 3. **The tenant agrees:**

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit taking institution as a result of funds of the tenant not being available for rent payment on the due date.

#### 4. **The landlord agrees:**

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

### RENT INCREASES

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

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

### 6. **The landlord and the tenant agree:**

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Consumer, Trader and Tenancy Tribunal.

### RENT REDUCTIONS

#### 7. **The landlord and the tenant agree** that the rent abates if the residential premises:

- 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 7.2 cease to be lawfully usable as a residence, or
- 7.3 are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

#### 9. **The landlord agrees** to pay:

- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

#### 10. **The tenant agrees** to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

## RESIDENTIAL TENANCY AGREEMENT

- 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.  
 16.5 To notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 38.1 of this agreement.

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

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

### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

**18. The landlord agrees:**

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

### URGENT REPAIRS

- 19. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

## RESIDENTIAL TENANCY AGREEMENT

- 19.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

### SALE OF THE PREMISES

#### 20. The landlord agrees:

- 20.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

**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 Consumer, Trader and Tenancy Tribunal so orders,
- 23.3** if there is good reason for the landlord to believe the premises are abandoned,

**23.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

**23.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

**23.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

**23.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

**23.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

**23.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

**23.10** if the tenant agrees.

**24. The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

**24.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

**24.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

**24.3** must, if practicable, notify the tenant of the proposed day and time of entry.

**25. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

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

### ALTERATIONS AND ADDITIONS TO THE PREMISES

#### 27. The tenant agrees:

**27.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

**27.2** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

**27.3** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

**27.4** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**28. The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

### LOCKS AND SECURITY DEVICES

#### 29. The landlord agrees:

**29.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

## RESIDENTIAL TENANCY AGREEMENT

- 29.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy 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.

## RESIDENTIAL TENANCY AGREEMENT

### ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

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

41. The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated  /  /  (insert a date if the landlord and tenant agree to this clause) forms part of this agreement.

### ADDITIONAL TERM – BREAK FEE

[Cross out clauses 42 and 43 if not applicable]

42. 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:

- 42.1 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
- 42.2 if the fixed term is for more than 3 years,

\$

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

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility.

Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

43. 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 42 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

### ADDITIONAL TERM – PETS

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

46. The tenant agrees to have the carpet professionally cleaned and/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, and the tenant agrees to repair any damage caused by animals kept on the premises.

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

47. Further to clause 16, the tenant agrees:
- 47.1. To clean the premises regularly with special attention to the kitchen, bathroom and appliances;

- 47.2. To put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.3. To wrap up and place garbage in a suitable container;
- 47.4. To keep the grounds and garden tidy and free of rubbish;
- 47.5. To take special care of the items let with the premises including any furniture, furnishings and appliances;
- 47.6. To do no decorating that involves painting, marking or defacing the premises or fixing posters without the prior written consent of the landlord or an order of the Consumer, Trader and Tenancy Tribunal;
- 47.7. To ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the premises; (A copy of which policy will be made available to the tenant upon request);
- 47.8. To notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests.
- 47.9. To ventilate, in an adequate and timely manner, all bathroom, laundry and kitchen areas to prevent the growth of mould.
- 47.10. Not to remove, alter or damage any water efficiency measure installed in the premises

### ADDITIONAL TERM – TELECOMMUNICATIONS SERVICES

#### 48. The tenant agrees:

- 48.1. To leave, in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the agreement;
- 48.2. The availability of telephone/fax lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone/fax plugs, antenna sockets or other such sockets or service points located in the premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries.

### ADDITIONAL TERM – RENTAL BOND

49. The tenant agrees not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

### ADDITIONAL TERM – OCCUPANTS

#### 50. The tenant agrees:

- 50.1. Not to part with possession other than in accordance with the provisions of this agreement or the Residential Tenancies Act; and
- 50.2. To ensure that occupants and other persons who come on to the premises with the tenant's consent comply with the conditions of the agreement.

### ADDITIONAL TERM – TERMINATION

51. The tenant agrees, upon termination of the agreement, to promptly and peacefully deliver up vacant possession of the premises, which shall include the handing over of all keys, and to notify the landlord or the landlord's agent of the tenant's forwarding address.
52. Notwithstanding any termination of the agreement, the tenant acknowledges that they may be liable to pay, as compensation to the landlord, an amount equivalent to the rent until such time as all keys are returned to the landlord or the landlord's agent.

## RESIDENTIAL TENANCY AGREEMENT

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

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

**Note:** if the tenant breaches the agreement the landlord should refer to section 187(2) of the Residential Tenancies Act 2010.

**ADDITIONAL TERM – STATUTES, BY-LAWS AND SPECIAL CONDITIONS****54. The tenant agrees:**

- 54.1.** To observe all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other housing standards with respect to the premises; and
- 54.2.** Where the premises are subject to the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989, to observe and comply with any applicable by-laws and/or management statements.
- 54.3.** Where the premises are a flat (not subject to the Strata Schemes Management Act 1996 the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989) the tenant agrees to comply with the By-laws contained in Schedule 1 of this agreement

**ADDITIONAL TERM – SWIMMING POOLS**

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

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

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

**ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of less than 2 years):****56. By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:****56.1.** the rent will be increased to

\$		per
	on	/ /
to \$		per
	on	/ /

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


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

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

**ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of 2 years or more)****57. By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:****57.1.** the rent will be increased to

\$		per
	on	/ /
to \$		per
	on	/ /

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


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

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement

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

**ADDITIONAL TERM – CONDITION REPORT FORMS PART OF THIS AGREEMENT****58. For avoidance of doubt**

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

**TENANCY DATABASES**

**NOTE:** The landlord or the landlord's agent advises that the tenant's personal information may be used and disclosed for the purpose of listing the tenant on a tenancy database.

## RESIDENTIAL TENANCY AGREEMENT

### SCHEDULE 1

#### SPECIAL CONDITIONS – FLATS

**By-law 1. Noise.**

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

**By-law 2. Vehicles.**

The tenant must not park or stand any motor or other vehicle on the common area except with the written approval of the landlord.

**By-law 3. Obstruction of common area.**

The tenant must not obstruct lawful use of the common area by any person.

**By-law 4. Damage to lawns and plants on the common area.**

The tenant must not:

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

**By-law 5. Damage to common areas.**

The tenant must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the the common area without the approval in writing of the landlord or an order of the Consumer, Trader and Tenancy Tribunal.

**By-law 6. Behaviour of owners and occupiers.**

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

**By-law 7. Children playing on common areas in building**

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

**By-law 8. Behaviour of invitees.**

The tenant must take all reasonable steps to ensure that invitees of the tenant do not behave in a manner likely to interfere with the peaceful enjoyment of the tenant of another flat or any person lawfully using the common area.

**By-law 9. Depositing rubbish and other material on common areas.**

The tenant must not deposit or throw on the common area any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the tenant of another flat or of any person lawfully using the common area.

**By-law 10. Drying of laundry items.**

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

**By-law 11. Preservation of fire safety**

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

**By-law 12. Cleaning windows and doors.**

The tenant must keep clean all glass in windows and all doors on the boundary of the flat, including so much as is common area.

**By-law 13. Storage of inflammable liquids and other substances and materials.**

- 1 The tenant must not, except with the approval in writing of the landlord, use or store on the flat or on the common area any inflammable chemical, liquid or gas or other inflammable material.
- 2 This 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.

**By-law 14. Moving furniture and other objects on or through the common area.**

The tenant must not transport any furniture or large object through or on the common area within the building unless sufficient notice has first been given to the executive committee so as to enable the landlord to arrange for a person to be present at the time when the tenant does so.

**By-law 15. Garbage disposal.**

The tenant:

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

**By-law 16. Keeping of animals.**

The tenant must not, without the approval in writing of the landlord, keep any animal on the flat or the common area.

**By-law 17. Appearance of flat.**

- 1 The tenant of a flat must not, without the written consent of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- 2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

**By-law 18. Notice – Board.**

A landlord must cause a notice board to be affixed to some part of the common area.

**By-law 19. Change in use of flat to be notified.**

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



(ATTACH ADDITIONAL TERMS & CONDITIONS HERE IF NECESSARY)

**NOTES.**

**1. Definitions**

In this agreement:

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

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

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

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

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

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

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

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

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

**3. Ending a fixed term agreement**

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

must give at least 14 days notice. Other examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days); or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**4. Ending a periodic agreement**

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time for 'no grounds'. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice. Other examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days); a party has breached the agreement (in which case the notice period is not less than 14 days); or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**5. Other grounds for ending agreement**

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

**VACANT POSSESSION**

**6. A notice of termination does not end the tenancy by itself.**

The tenant must return vacant possession of the premises to the landlord, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the tenant does not vacate when required.

**7. Warning**

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

**SPECIAL CONDITIONS**

1. The tenant acknowledges that the carpet in the premises has been professionally cleaned immediately prior to his/her occupancy and agrees to leave the carpet in similar condition (having regard to fair wear and tear) upon vacating.
2. The tenant agrees not to paint, place stickers, hooks or nails on walls or to put pot plants on carpets.
3. Pursuant to clause 10.5 the tenant agrees to pay any charge for water usage under the "user pays" billing system.
4. The tenant agrees to retain all rent receipts. A payment history will be produced if required by the tenant. The first ledger printout is free subsequent printouts for the same period will attract a fee of \$10.00.
5. The tenant agrees to supply their telephone numbers at home and at work to the Managing Agent and inform the Managing Agent of any changes immediately.
6. The tenant agrees to return all keys to the Managing Agent on the vacating day. Failure to do so will involve additional rent charges. \$5.00 will be charged for each key lost or not returned.
7. The tenant agrees to return the Condition Report (given to him/her at the time of moving in) within 7 days. The Report must be signed and dated, the "Tenant Agrees" section completed and any variations noted. If this Report is not completed and returned within 7 days, the tenant will be deemed to be in agreement with the contents of the Report.
8. The tenant acknowledges that should he/she/they breach the Residential Tenancy Agreement, his/her/their personal information could be listed on a Tenant Database.
9. The tenant acknowledges receipt of a copy of the By-Laws for Strata Plan No. 11858

**SIGNED BY THE LANDLORD:**

In the presence of Rebecca Orsmaal  
Name of witness

[Signature]  
Signature of witness

[Signature]

**SIGNED BY TONY FIRMSTONE PTY LTD**  
Managing Agent on behalf of the Landlord

**SIGNED BY THE TENANT:**

In the presence of Rebecca Orsmaal  
Name of witness

[Signature]  
Signature of witness

[Signature]  
Signature of tenant

[Signature]  
Signature of tenant

**RESIDENTIAL TENANCY AGREEMENT**

**THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (which includes the Condition Report)  
AND AGREE TO ALL ITS TERMS.**

**SIGNED BY THE LANDLORD**

in the presence of: Rebecca Gebrael  
(Name of witness)

[Signature]

(Signature of witness)



[Signature]

(Signature of landlord)

**SIGNED BY THE TENANT**

in the presence of: Rebecca Gebrael  
(Name of witness)

[Signature]

(Signature of witness)



[Signature]

(Signature of tenant)

**SIGNED BY TONY FIRMSTONE PTY LTD  
MANAGING AGENT ON BEHALF OF  
THE LANDLORD**

in the presence of: Rebecca Gebrael  
(Name of witness)

[Signature]

(Signature of witness)



[Signature]

(Signature of tenant)

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

[Signature]

(Signature of tenant)

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)

<p><b>WHERE TO GET HELP</b> ENGLISH</p> <p>For information about this agreement or help with any tenancy problem telephone the Office of Fair Trading on 9377 9100 or 1800 451 301.</p> <p>If you need an interpreter telephone 13 14 50 and the interpreter will contact the Office of Fair Trading for you.</p>	<p>وسائل الحصول على مساعدة للمزيد من المعلومات عن هذه الاتفاقية أو لمساعدة في أية مشكلة تتعلق بالاستئجار اتصل هاتفياً بمكتب التجارة العادلة على أحد الرقمين: 9377 9100 أو 1800 451 301.</p> <p>وإذا احتجت لمترجم على الهاتف اتصل على الرقم 13 14 50 ليقوم مترجم بالاتصال بمكتب التجارة العادلة نيابة عنك.</p>
<p><b>尋求協助</b> CHINESE</p> <p>如欲獲得有關本協議的資料或任何有關租賃問題的協助，請致電公平貿易處，電話 9377 9100 或 1800 451 301。</p> <p>如果您需要傳譯員的協助，請致電 13 14 50，傳譯員會代您聯絡公平貿易處。</p>	<p><b>GDJE SE MOŽETE OBRATITI ZA POMOĆ</b> CROATIAN</p> <p>Za informacije o ovom sporazumu ili za pomoć oko bilo kakvog problema u svezi stambenih pitanja, nazovite Ured za pravедno poslovanje (Office of Fair Trading) na 9377 9100 ili 1800 451 301. Ako trebate pomoć tumača, nazovite 13 14 50 i tumač će u Vaše ime nazvati Ured za pravедno poslovanje.</p>
<p><b>ΠΟΥ ΜΠΟΡΕΙΤΕ ΝΑ ΒΡΕΙΤΕ ΒΟΗΘΕΙΑ</b> GREEK</p> <p>Για πληροφορίες σχετικά μ' αυτή τη συμφωνία ή για βοήθεια με οποιοδήποτε πρόβλημα ενοικίασης τηλεφωνήστε στο Γραφείο Θεμιτού Εμπορίου στο 9377 9100 ή 1800 451 301. Αν χρειάζεστε διερμηνέα τηλεφωνήστε στο 13 14 50 και ο διερμηνέας θα επικοινωνήσει με το Γραφείο Θεμιτού Εμπορίου για λογαριασμό σας.</p>	<p><b>A CHI RIVOLGERSI PER ASSISTENZA</b> ITALIAN</p> <p>Per informazioni su questo contratto o per ottenere assistenza per qualsiasi problema in materia di affitto di un'abitazione, telefonate all'Office of Fair Trading al numero 9377 9100 oppure 1800 451 301. Se vi serve un interprete, telefonate al numero 13 14 50 e l'interprete contatterà l'Office of Fair Trading per vostro conto.</p>
<p><b>កន្លែងទទួលយកជំនួយ</b> KHMER</p> <p>ដើម្បីទទួលយកព័ត៌មានអំពីកិច្ចព្រមព្រៀងនេះ ឬទទួលយកជំនួយអំពីបញ្ហាណាមួយស្តីពីការជួលទីលំនៅ សូមទូរស័ព្ទទៅការិយាល័យពាណិជ្ជកម្មត្រូវ (Office of Fair Trading) លេខ 9377 9100 ឬ 1800 451 301។</p> <p>ប្រសិនបើលោកអ្នកត្រូវការអ្នកបកប្រែភាសា សូមទូរស័ព្ទលេខ 13 14 50 នៅពេលនោះ អ្នកបកប្រែភាសានឹងទាក់ទងជាមួយ ការិយាល័យពាណិជ្ជកម្មត្រូវជូនសេវាកម្ម។</p>	<p><b>도움을 받을 수 있는 곳</b> KOREAN</p> <p>본 계약에 관해 정보가 필요하시거나 임차 문제로 도움이 필요하실 경우엔 9377 9100 또는 1800 451 301로 공정거래국 (Office of Fair Trading)에 전화하십시오. 통역이 필요하실 경우엔 13 14 50으로 전화하시면 통역사가 공정거래국에 전화해 드릴 것입니다.</p>
<p><b>ຈະຂໍຄວາມຊ່ວຍເຫລືອໄດ້ຈາກໃສ</b> LAOTIAN</p> <p>ຖ້າທ່ານມີບັນຫາກ່ຽວກັບ ຂໍສັນຍາ ນີ້ ຫລື ການຊ່ວຍເຫລືອ ເຮືອງບັນຫາການ ຊົ່ວເຮືອນໃດໆ ຈົ່ງ ໂທສະສັບຫາ ຫ້ອງການ ແຜ່ນ ພອດດິງ (Fair Trading) ຕາມເບີໂທສະສັບ ເລກ 9377 9100 ຫລື 1800 451 301.</p> <p>ຖ້າທ່ານຕ້ອງການນາຍພາສາ ຈົ່ງ ໂທສະສັບຫາເບີ 13 14 50 ແລວນາຍພາສາຈະຕິດຕໍ່ຫ້ອງການ ແຜ່ນ ພອດດິງ ໃຫ້ທ່ານ.</p>	<p><b>КАДЕ МОЖЕТЕ ДА ДОБИЕТЕ ПОМОШ</b> MACEDONIAN</p> <p>За информации во врска со овој договор или за помош во врска со било какви проблеми околу наемот, телефонирајте во Службата за праведна трговија (Office of Fair Trading) на 9377 9100 или на 1800 451 301. Ако ви треба преведувач, телефонирајте на 13 14 50 и преведувачот ќе се јави во Службата за праведна трговија за вас.</p>
<p><b>FEJN TIKSEB L-GHAJNUNA</b> MALTESE</p> <p>Għal tagħrif dwar dan il-ftehim jew għajjnuna dwar kwalunkwe problema tal-kiri ċempel lil-Uffiċċju tan-Negozju bil-Fier (Office of Fair Trading) fuq 9377 9100 jew 1800 451 301.</p> <p>Jekk għandek bżonn interpretu ċempel 13 14 50 u l-interpretu ser jikkuntattja l-Uffiċċju tan-Negozju bil-Fier għan-nom tiegħek.</p>	<p><b>مراجع دریافت کمک</b> PERSIAN</p> <p>برای گرفتن اطلاعات در باره این موافقتنامه و کمک در مورد هر مشکل مربوط به اجاره نشینی به دفتر معاملات عادلانه، شماره ۹۳۷۷ ۹۱۰۰ یا ۱۸۰۰ ۴۵۱۳۰۱ تلفن بزنید. اگر مترجم لازم دارید به شماره ۱۳ ۱۴۵۰ تلفن کنید و یک مترجم از جانب شما با دفتر معاملات عادلانه تماس خواهد گرفت.</p>
<p><b>GDZIE MOŻNA UZYSKAĆ POMOC</b> POLISH</p> <p>Po informacji dotyczącej tej umowy lub pomocy we wszelkich sprawach związanych z najmem zadzwoń do Urzędu Uzcziwego Handlu (Office of Fair Trading) pod numer 9377 9100 lub 1800 451 301.</p> <p>Jeśli potrzebujesz pomocy tłumacza, zadzwoń pod numer 13 14 50, a tłumacz skontaktuje się z Urzędem Uzcziwego Handlu w Twoim imieniu.</p>	<p><b>ONDE OBTER AJUDA</b> PORTUGUESE</p> <p>Para obter informações sobre este acordo ou ajuda com qualquer problema sobre inquilinato, telefone para o Office of Fair Trading (Repartição de Comércio Equitativo) no número 9377 9100 ou 1800 451 301. Se precisar do serviço de um intérprete, telefone para o número 13 14 50 e um intérprete contactará o Office of Fair Trading em seu nome.</p>
<p><b>ГДЕ МОЖЕТЕ ДА СЕ ОБРАТИТЕ ЗА ПОМОЋ</b> SERBIAN</p> <p>За информације о овом уговору или помоћ око било каквих станарских проблема, назовите Службу за правилно пословање на 9377 9100 или 1800 451 301.</p> <p>Ако вам је потребан тумач, назовите 13 14 50 и тумач ће за вас да контактира Службу за правилно пословање.</p>	<p><b>DÓNDE OBTENER AYUDA</b> SPANISH</p> <p>Si desea información sobre este acuerdo o ayuda para cualquier problema de arriendo, llame a la Office of Fair Trading (Oficina de Prácticas Comerciales Equitativas) al 9377 9100 o al 1800 451 301. Si necesita un intérprete llame al 13 14 50 y el intérprete contactará a la Office of Fair Trading de parte suya.</p>
<p><b>NEREDEN YARDIM ALABILİRSİNİZ</b> TURKISH</p> <p>Bu anlaşma hakkında bilgi veya herhangi bir kiraçılık sorunu için yardım almak üzere 9377 9100 veya 1800 451 301 numaralı telefonlardan Dürüst Ticaret Dairesi'ni arayın. Bir tercümana gereksiniminiz varsa 13 14 50'yi arayın, tercüman Dürüst Ticaret Dairesi ile ilişkiye geçecektir.</p>	<p><b>NẾU MUỐN ĐƯỢC GIÚP ĐỖ</b> VIETNAMESE</p> <p>Muốn biết chi tiết về thỏa ước này hoặc muốn được giúp đỡ nếu có vấn đề nào về thuê nhà, xin điện thoại Sở Công bằng Mậu dịch (Office of Fair Trading) số điện thoại 9377 9100 hoặc 1800 451 301. Nếu quý vị cần thông dịch viên, xin điện thoại đến số 13 14 50 và thông dịch viên sẽ điện thoại đến Sở Công bằng Mậu dịch cho quý vị.</p>