

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>MyProperty Epping</b> <b>111G Midson Road, Epping 2121</b>	<b>Phone: 02 9868 4888</b> <b>Mobile 0402 870 202</b> <b>Ref: Peter Horozakis</b>
co-agent		
vendor	<b>Jie Wu</b>	
vendor's solicitor	<b>Icy Fan Conveyancing</b> <b>Suite 21/6-8 Holden St, Ashfield NSW 2131</b>	<b>Phone: 02-9798 3616</b> <b>Fax: 02-9798 3416</b> <b>E-mail: icy.fan@bigpond.com</b>
date for completion	<b>42nd day after the date of this Contract</b>	<b>(clause 15) Ref: SL25-316</b>
land <small>(Address, plan details and title reference)</small>	<b>84/188 Balaclava Road, Marsfield NSW 2122</b> <b>Registered Plan: Lot 84 Strata Plan 43015</b> <b>Folio Identifier: 84/SP43015</b>	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input 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"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	<b>Phone:</b> <b>Fax:</b> <b>E-mail:</b>
Price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

**SIGNING PAGE**

<p><b>VENDOR</b></p> <hr/> <p>Signed By</p>  <p>Vendor _____</p>  <p>Vendor _____</p>	<p><b>PURCHASER</b></p> <hr/> <p>Signed By</p>  <p>Purchaser _____</p>  <p>Purchaser _____</p>												
<p><b>VENDOR (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Office held             </td> <td style="width: 50%; border: none;">                 _____                  Office held             </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p><b>PURCHASER (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Office held             </td> <td style="width: 50%; border: none;">                 _____                  Office held             </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

NO  yes

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

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

**land tax** is adjustable

NO  yes

**GST: Taxable supply**

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an **GSTRW payment**  
(residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – 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 number (if applicable):

Supplier's business address:

Supplier's representative:

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 **RW 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 type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60
<p><b>Swimming Pools Act 1992</b></p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

84/188 Balaclava Road, Marsfield NSW 2122

# ANNEXURE TO CONTRACT FOR SALE OF LAND

**Vendor(s):** Jie Wu

**Purchaser(s):**

**Property:** Unit 84/188 Balaclava Road, Marsfield NSW 2122

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## Special Conditions

### 33. AMENDMENTS TO STANDARD CLAUSES:

- 33.1. Clause 1 - insert "in writing issued by a competent authority" after "work order".
- 33.2. Clause 4.2 - insert the words "and settlement takes place on the due date" after the words "manual transaction" on the second line.
- 33.3. Clause 4.7.2 - insert the words "and ensure that the transfer is prepared and able to be signed by the vendor at last 14 days prior to settlement" at the end of the sentence.
- 33.4. Clause 5.2.3 - replace "a reasonable time" with "21 days after the date of this contract".
- 33.5. Clause 6.2 - deleted.
- 33.6. Clause 7.1.1 - replace "5%" with "1%".
- 33.7. Clause 7.2.1 - replace "10%" with "\$10,000.00".
- 33.8. Clause 7.2.2 - deleted.
- 33.9. Clause 8.1 - delete the words "on reasonable grounds"
- 33.10. Clause 10.1 - insert "For the purpose of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement and restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, otherwise giving rise to that easement or restriction" at the end of this clause.
- 33.11. Clause 10.1.1 - insert "or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act".
- 33.12. Clause 10.1.8 and 10.1.9:
  - (i) replace "substance" with "existence"; and
  - (ii) replace "disclosed" with "noted".
- 33.13. Clause 13.7 - insert the words "The Purchaser warrants that the property will be occupied as a residence. If the Purchaser breaches this warranty then within seven (7) days of a demand by the vendor, enclosing a copy of a tax assessment by the Australia Taxation Office evidencing GST is payable in respect of the property due to the use of the property by the Purchaser, the Purchaser will attend to payment of GST payable. The Purchaser will also be responsible for any costs incurred by the Vendor as a result of a breach of this warranty without limitation."
- 33.14. Clause 14.2.2 – deleting the words "at least 1 business day before the completion date" and inserting in its place "at least 2 hours prior to the completion time".
- 33.15. Clause 14.4.2 – deleted.

- 33.16. Unless the box specifying the requirement for an adjustment of Land Tax is marked "No" is deemed marked "Yes".
- 33.17. Clause 20.6.5 - delete "unless it is not received" and insert "and in such case it shall be deemed to be duly given or made when the transmission has been completed (and in this respect the production of a transmission report by the sender facsimile machine shall be prima facie evidence of the time and fact of such transmission) except where;
- (i) the senders machine indicates a malfunction in transmission; or
  - (ii) the recipient immediately notified the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been made or given at that time; or
  - (iii) the time of dispatch is not before 5.00pm on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next working day at such place.
- 33.18. Clause 23.9 - deleted.
- 33.19. Clauses 23.13 & 23.14 - delete the number "7".
- 33.20. Clause 25 - deleted.
- 33.21. Clause 30.7 - deleted all words after "NSW".
- 33.22. Clause 30.11 - deleted.
- 33.23. Clause 31.2 - deleted.

#### **34. COMPLETION**

- 34.1. If either party is unwilling or unable to complete by 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 a notice shall give not less than 14 days notice after the day on which the notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential PROVIDED however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.
- 34.2. If the purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser must pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten percent (10%) interest on the balance of purchase money, computed at a daily rate from and including the day on which completion was due to and including the day on which completion takes place. 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.
- 34.3. The Purchaser further agrees to cover the Vendor's conveyancing costs and other expenses incurred as a consequence of the delay in the sum of \$330.00 (inc GST). The Purchaser shall not be entitled to require the Vendor to complete this purchase unless such interest and conveyancing costs are paid to the Vendor on completion and it is an essential term of this purchase that such interest and legal costs be so paid.

#### **35. PURCHASING PROPERTY IN EXISTING STATE/NO REPRESENTATION**

This property is sold in its present state of repair and condition and the Purchaser acknowledges that he is buying the property relying on his own inspection, knowledge and enquiries. The Purchaser shall not call upon the Vendor to carry out any repairs nor shall he call upon Vendor to contribute to the costs of any such repairs. The Purchaser further acknowledges that they do not rely on any letters, documents, brochures, correspondence or arrangement whither oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this contract.

### **36. NO REQUISITION/OBJECTION**

The Purchaser cannot make a claim objection or requisition or rescind or terminate in respect of any of the following matters:

- (i) The presence on the property of any sewer manhole vent pipes mains connections wire channel, distributors with respect to any service referred to in clause 10.1.2;
- (ii) Any roof and/ or yard water drainage or pipe being connected to the sewer;
- (iii) Whether any easements for support have or have not been granted in respect of any wall (including a party wall);
- (iv) If there is a pool on the subject property and it does not comply with the Swimming Pools Act 1992.
- (v) The fact that the whole or any part of the building may encroach upon any and other than the subject land or the fact that any other building or structure may encroach upon the subject land.
- (vi) The fact that there is no sewer line connected to the property.

### **37. RELEASE OF DEPOSIT**

Notwithstanding the provisions of Clause 3, the Purchaser hereby authorizes the release of the deposit held by the stakeholder for the purposes of the Vendor's payment of either of the following:

- (i) Deposit on the purchase of another property; and/or
- (ii) Stamp duty on purchase of another property

### **38. INTRODUCTION BY AGENT**

The Purchaser warrants that he has not been introduced to the property or to the Vendor by any Real Estate Agent other than the vendor's Agent described in the particulars and the purchaser hereby agrees to indemnify and to hold indemnified the vendor from and against any and all claims for commission made by an Estate Agent (other than the vendor's Agent) against the vendor arising from a breach of this warranty.

### **39. PURCHASERS WARRANTY**

The purchaser warrants that:

- (i) The Purchaser does not require finance to purchase this property and/or
- (ii) The Purchaser has obtained approval for finance to purchase this property
- (iii) AND the purchaser acknowledges that as a result of making this disclosure the Purchaser cannot terminate this Contract pursuant to the Consumer Credit (NSW) Act 1995.

### **40. BANKRUPTCY/MENTAL ILLNESS ETC**

If a party (and if comprising more than one person, any one or more of them) before completion:

- (i) If a natural person – dies or is found by a Court of competent jurisdiction to be incapable of administering her/his estate or affairs; or

- (ii) If a company is the purchaser and it resolves to go into liquidation has summons or application presented or an order made for its winding up has an official manager or received appointed over the whole or part of its assets or undertaking or enters into a deed of arrangement assignment or composition for the benefit of creditors.

Either party may rescind the contract.

#### **41. SALE BY AUCTION**

41.1. If the property is or is intended to be sold at auction: Bidders Record means

the Bidders Record to be kept pursuant to Clause 18 or the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (i) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (ii) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- (iii) The highest bidder is the purchaser, subject to any reserve price.
- (iv) The event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (v) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
- (vi) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (vii) A bid cannot be made or accepted after the fall of the hammer.
- (viii) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

41.2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land;

- (i) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (ii) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- (iii) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

#### **42. DEPOSIT**

Notwithstanding any provisions of this contract, if:

- (i) The deposit agreed to be paid or actually paid by the purchaser is less than ten percent (10%) of the purchase price, and
- (ii) The vendor become entitled to forfeit the deposit due to the purchaser's default;

the purchaser must immediately upon demand pay to the vendor the difference between ten per cent of the purchase price and the amount actually paid on exchange of contracts.

#### **43. EXISTING MORTGAGES, LEASES & ENCUMBRANCES**

The Purchaser shall on settlement accept a discharge of any mortgage, withdrawal of caveat, surrender of Lease and/or discharge of any other registered encumbrance in registrable form, whether disclosed or not disclosed by the title or the Contract as at the date hereof, together with any allowance for the appropriate registration fee. The Purchaser shall not require registration thereof prior to settlement.

#### **44. LAND TAX**

Irrespective of any other terms and conditions in this Contract should any land tax be payable in the hands of the Vendor whether on a single holdings basis or not against the property being sold then land tax will be adjusted on the actual amount assessed against this property.

#### **45. SWIMMING POOL**

If the property contains a swimming pool, then:

- (i) The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.
- (ii) The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this Special Condition shall not merge upon completion of this Contract.
- (iii) The Purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with this Swimming Pools Act 1992 or other relevant legislation.

The purchaser shall make no objection, requisitions or claim for compensation in respect of the fact that there may be any outstanding orders from any governmental, semi-governmental, or local governmental bodies, requiring the carrying out of any work to any building presently erected on the subject land.

#### **46. NO COMPENSATION FOR THE BUILDING WORKS**

The purchaser shall make no objection, requisitions or claim for compensation in respect of:

- (a) The fact that any building presently erected on the subject land may not comply with in any way with the Local Government Act 1993 as amended or the Ordinances thereunder;
- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land
- (c) The fact that a building certificate from the Local Council is not available or will not be issued by the Local Council.
- (d) The fact that the building presently erected on the subject land may not comply with any strata by-laws.

#### **47. INCONSISTENCY & SEVERABILITY**

If there is any inconsistency between the printed (standard) Clauses and these Special Conditions of this Contract, the Special Conditions shall prevail to the extent of that inconsistency. Unenforceability of a provision of this Contract does not effect the enforceability of another provision in this Contract.

#### **48. GST**

- (1) "GST" refers to the Goods and Services Tax under a New Tax System (Goods and Services Tax) Act 1999 (GST Act) and the terms used have the meanings as

defined in the GST Act.

- (2) The vendor is and has been occupying the property as a residence and it is residential premises under the GST Act.
- (3) The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation
- (4) In the event of the vendor being liable for GST, because of the purchaser's failure to comply with (3) or Australia Taxation Office Commissioner's regarding the property as commercial premises:
  - the purchaser agrees to pay to the vendor within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or assessment from the Commissioner, the amount of the GST.
  - The vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form, which complies with the GST Act and regulations.

#### **49. FIRB APPROVAL**

The Purchaser warrants to the Vendor that if it is a "foreign corporation" or "foreign person" as defined in the foreign Acquisition 7 Take-Overs Act 1975 ("the Act") it has obtained the Consent of the Foreign Investment Review Board (FIRB) in accordance with the provisions of the Act to its purchase of the property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses, which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

#### **50. CORPORATE PURCHASER AND DIRECTORS GUARANTEES**

- 50.1. In the event that the Purchaser is a company, each of the persons in the presence of whom the common seal of the Purchaser purports to have been affixed (or, in the event the contract is not signed under common seal, each person who signs on behalf of the Purchaser being a director of the company):
  - 50.1.1. warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable for the contract price under this contract, both jointly and severally, as if he or she has been named as a Purchaser; and
  - 50.1.2. guarantees (jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this contract in every respect as if he or she had personally entered into this contract himself or herself; and
  - 50.1.3. warrants that they have obtained independent legal advice about the effect of this clause before executing the contract and providing the Guarantee under this clause;

This clause does not merge on completion.

#### **51. SPECIAL LEVIES (STRATA TITLE APPLY)**

Notwithstanding the provisions of clauses 23.6 and 23.7, the Vendor and Purchaser covenant and agree that if there are or have been special levies or contributions which are not regular contributions (hereafter called special levies) levied before or on the Contract date, the Vendor will pay or allow to the Purchaser on completion the amount of any instalments of such unpaid special levies which fall due for payment before the Contract

date and the Purchaser agrees and will pay all instalments of such unpaid special levies which fall due for payment on or after the Contract date.

Clause 23 is accordingly amended as follows:

- (i) delete from Clause 23.5.2 the words “but is disclosed in this Contract”
- (ii) delete from Clause 23.6 the words “and is not disclosed in this Contract”
- (iii) insert at the end of Clause 23.7 the words “but subject to any other clause of this Contract providing otherwise”.
- (iv) Clause 23.9 is deleted

## **52. Land Tax Surcharge**

It shall be adjusted for any land tax surcharge (if applicable) on settlement.

## **53. Prescribed Documents**

The Purchaser acknowledges that he has reviewed the attached documents in the contract and is given sufficient opportunity to make enquiry to satisfy the adequacy of these documents with regard to Schedule 1 of the *Conveyancing (Sale of Land) Regulation 2017 [NSW]*. To the extent not contradictory to the law, the purchaser can not make a claim or requisition or rescind or terminate the contract in this regard.



FOLIO: 84/SP43015

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/10/2025	3:49 PM	9	1/9/2018

LAND

----

LOT 84 IN STRATA PLAN 43015  
AT MARSFIELD  
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

-----

JIE WU

(T AD953318)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP43015
- 2 AK94767 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP43015

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/10/2025	3:49 PM	13	18/10/2024

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 43015  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MARSFIELD  
LOCAL GOVERNMENT AREA RYDE  
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 2 SP43015

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 43015  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- WHELAN PROPERTY GROUP  
PO BOX 75  
STRAWBERRY HILLS 2012

SECOND SCHEDULE (5 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B633213 LAND EXCLUDES MINERALS AFFECTING PART OF THE LAND  
SHOWN IN DP819805
- 3 EASEMENT(S) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE  
TITLE DIAGRAM CREATED BY:  
DP819805 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES  
VARIABLE WIDTH
- 4 AP811152 INITIAL PERIOD EXPIRED
- 5 AU503560 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2486)

-----

STRATA PLAN 43015

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 23	2	- 23	3	- 23	4	- 23
5	- 23	6	- 23	7	- 23	8	- 23
9	- 23	10	- 23	11	- 23	12	- 23
13	- 23	14	- 23	15	- 21	16	- 19
17	- 21	18	- 21	19	- 21	20	- 21
21	- 19	22	- 19	23	- 21	24	- 19
25	- 21	26	- 19	27	- 19	28	- 19
29	- 19	30	- 21	31	- 19	32	- 21
33	- 19	34	- 21	35	- 21	36	- 21

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2486) (CONTINUED)

STRATA PLAN 43015

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 21	38	- 21	39	- 21	40	- 19
41	- 21	42	- 21	43	- 21	44	- 21
45	- 21	46	- 19	47	- 21	48	- 21
49	- 21	50	- 21	51	- 19	52	- 21
53	- 21	54	- 21	55	- 21	56	- 21
57	- 21	58	- 19	59	- 21	60	- 21
61	- 21	62	- 21	63	- 19	64	- 21
65	- 21	66	- 21	67	- 21	68	- 21
69	- 21	70	- 19	71	- 21	72	- 21
73	- 21	74	- 21	75	- 19	76	- 19
77	- 21	78	- 19	79	- 21	80	- 19
81	- 19	82	- 19	83	- 19	84	- 21
85	- 19	86	- 21	87	- 19	88	- 21
89	- 21	90	- 21	91	- 21	92	- 21
93	- 21	94	- 19	95	- 21	96	- 21
97	- 21	98	- 21	99	- 19	100	- 19
101	- 21	102	- 19	103	- 21	104	- 19
105	- 19	106	- 19	107	- 19	108	- 21
109	- 19	110	- 21	111	- 19	112	- 21
113	- 21	114	- 21	115	- 21	116	- 21
117	- 23	118	- 23	119	- 23	120	- 23

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

\* 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**  
 The Council of the City of Maitland, State of New South Wales, having satisfied itself that the requirements of the Strata Title Act, 1977 have been complied with, approves of the proposed subdivision of the land described as follows:-  
 STATE PLAN  
 Illustrated herein  
 Date: 24/12/92  
 Submission No: 937  
 Complete, or state if incomplete

**SURVEYOR'S CERTIFICATE**  
**ROBERT ALFRED PLINK**  
 I, ROBERT ALFRED PLINK, a duly qualified and registered Surveyor under the Surveyors Act, 1929, hereby certify that:-  
 (1) My said plan is a true and correct copy of the original plan as submitted to me by the applicant.  
 (2) My said plan is a true and correct copy of the original plan as submitted to me by the applicant, and is in accordance with the requirements of the Surveyors Act, 1929.  
 (3) My said plan is a true and correct copy of the original plan as submitted to me by the applicant, and is in accordance with the requirements of the Surveyors Act, 1929.  
 (4) My said plan is a true and correct copy of the original plan as submitted to me by the applicant, and is in accordance with the requirements of the Surveyors Act, 1929.  
 This is sheet 1 of my Plan in 16 sheets.

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

**SECRETARY**  
 [Signature]  
 DIRECTOR

**REGISTRAR**  
 [Signature]

**Table of mm**  
 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

**SURVEYOR'S REFERENCE: 116785**

**PLAN OF SUBDIVISION OF LOT 100 IN D.P. 819805**

**CITY**  
 MARR/SWIRE  
 GUY : RYDE  
 Locality : MARSFIELD

**Parish : HUNTERS HILL**  
**County : CUMBERLAND**

**Reduction Ratio 1: —**  
 Lengths are in metres

**STRATA PLAN 43015**

Registered T. 1. 1993  
 C.A. : No 837 OF 24-12-1992  
 Purpose : STRATA PLAN  
 Ref. Map : U0960-73  
 Last Plan : DP 819805

Name of and address for service of notices on, the body corporate  
 Address required on original strata plan only.

**THE REGISTERED PROPRIETORS,  
 STRATA PLAN NO. 43015  
 188-190 BALACLAVA ROAD,  
 MARSFIELD, 2122**

SEE SHEET 2 FOR LOCATION PLAN

LAN AMENDED IN L.T.O. 19-2-1993  
 SURVEYOR'S REFERENCE: 116785  
 Plan Drawing only to appear in this space



**STRATA PLAN 43015**

SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	U.E.
1	23
2	23
3	23
4	23
5	23
6	23
7	23
8	23
9	23
10	23
11	23
12	23
13	23
14	23
15	21
16	19
17	21
18	21
19	21
20	21
21	19
22	19
23	21
24	19

LOT NO.	U.E.
25	21
26	19
27	19
28	19
29	19
30	21
31	19
32	21
33	19
34	21
35	21
36	21
37	21
38	21
39	21
40	19
41	21
42	21
43	21
44	21
45	21
46	19
47	21
48	21

LOT NO.	U.E.
49	21
50	21
51	19
52	21
53	21
54	21
55	21
56	21
57	21
58	19
59	21
60	21
61	21
62	21
63	19
64	21
65	21
66	21
67	21
68	21
69	21
70	21
71	21
72	21

LOT NO.	U.E.
73	21
74	21
75	19
76	19
77	21
78	19
79	21
80	19
81	19
82	19
83	19
84	21
85	19
86	21
87	19
88	21
89	21
90	21
91	21
92	21
93	21
94	19
95	21
96	21

LOT NO.	U.E.
97	21
98	21
99	19
100	19
101	21
102	19
103	21
104	19
105	19
106	19
107	19
108	21
109	19
110	21
111	19
112	21
113	21
114	21
115	21
116	21
117	23
118	23
119	23
120	23
AGG.	2486

Reduction Ratio 1:-

Lengths are in metres

*[Signature]*  
Registered Surveyor

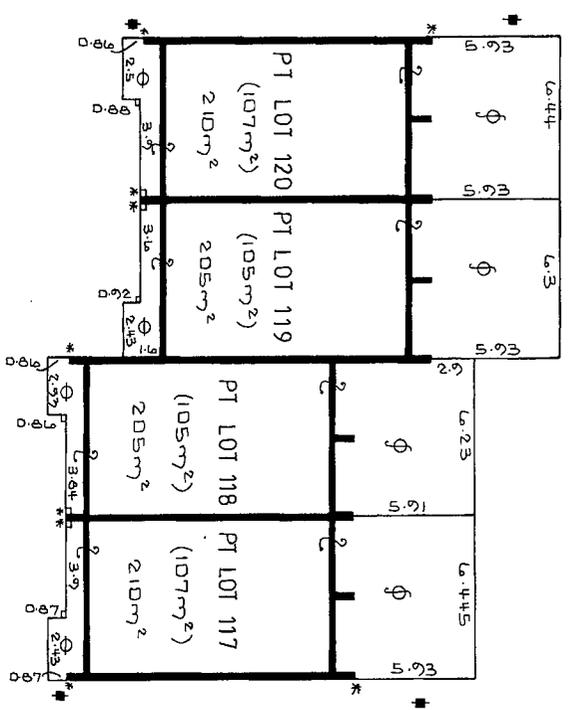
*[Signature]*  
Council Clerk



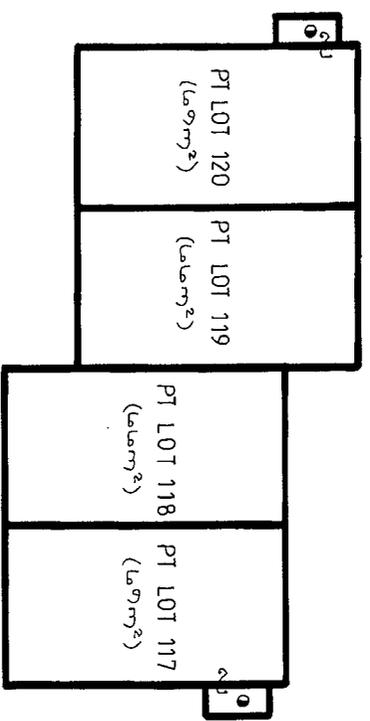
STRATA PLAN 43015

BLOCK A

GROUND FLOOR



FIRST FLOOR



- ALL AREAS ARE APPROXIMATE
- \* DENOTES CORNER OF WALL
- ⌒ DENOTES COURTYARD
- DENOTES COVERED BALCONY
- ⊖ DENOTES PORCH
- ⊥ DENOTES 90°
- ⊕ DENOTES PROLONGATION OF OUTER FACE OF WALL

BOUNDARIES SHOWN THUS ARE TO CENTRE OF WALL AT FACE

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE ADJACENT FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNITS.

THE STRATUM OF THE PORCHES IS LIMITED IN HEIGHT TO:-

1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT BASE EXCEPT WHERE COVERED
2. WHERE THERE IS NO CONCRETE BASE TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE ADJACENT FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNITS.

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Council Clerk



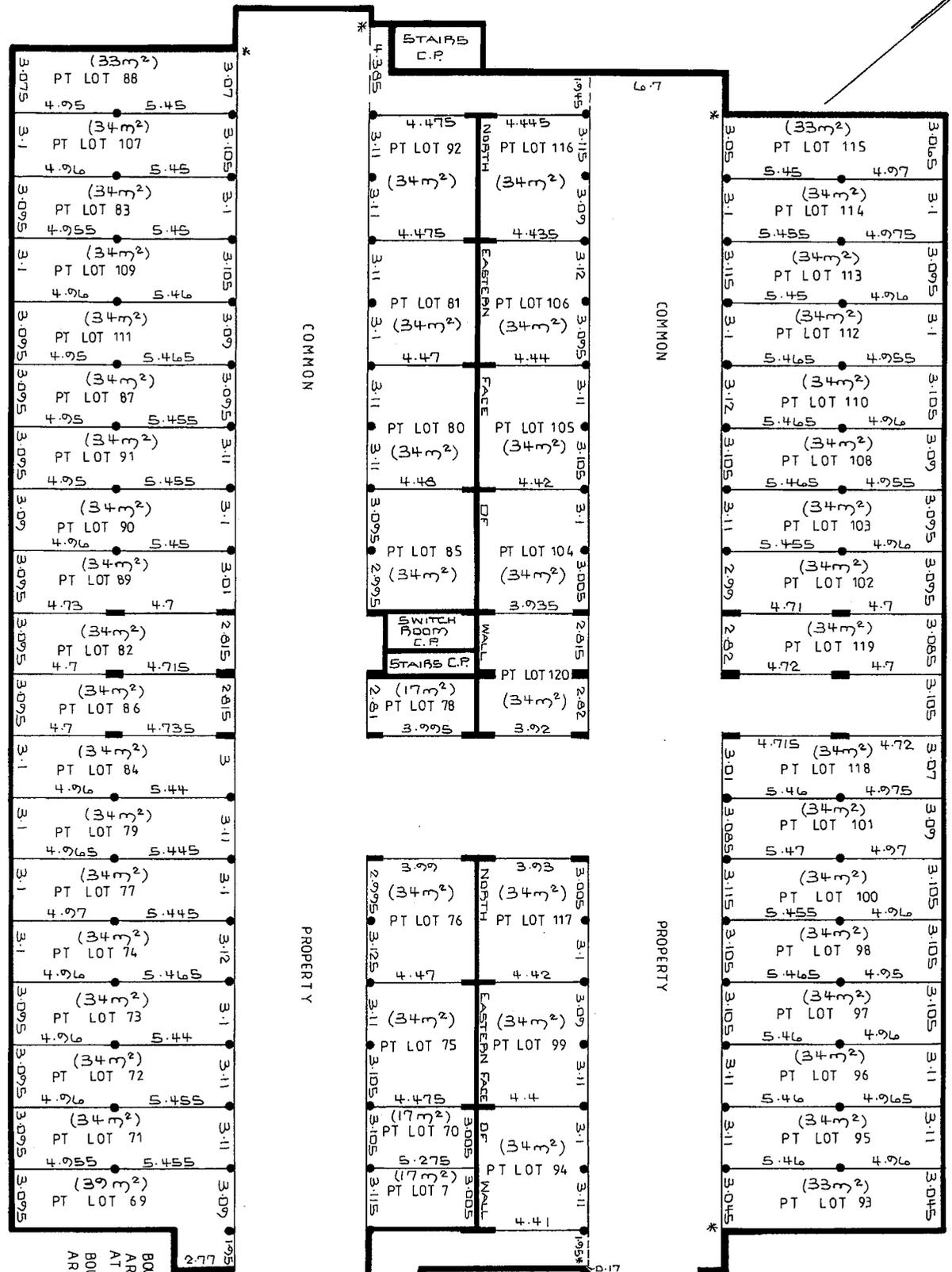
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**BLOCK B AND BLOCK C**

BASEMENT CARPARK

**STRATA PLAN 43015**

\*OFFICE USE ONLY



C.P. DENOTES COMMON PROPERTY  
 \* DENOTES CORNER OF WALL  
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 Registered Surveyor

SURVEYORS REFERENCE: 1167285

*[Signature]*  
 Strata Clerk

BOUNDARIES SHOWN THUS ARE TO CENTRE OF CIRCULAR COLUMN AT FACE

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

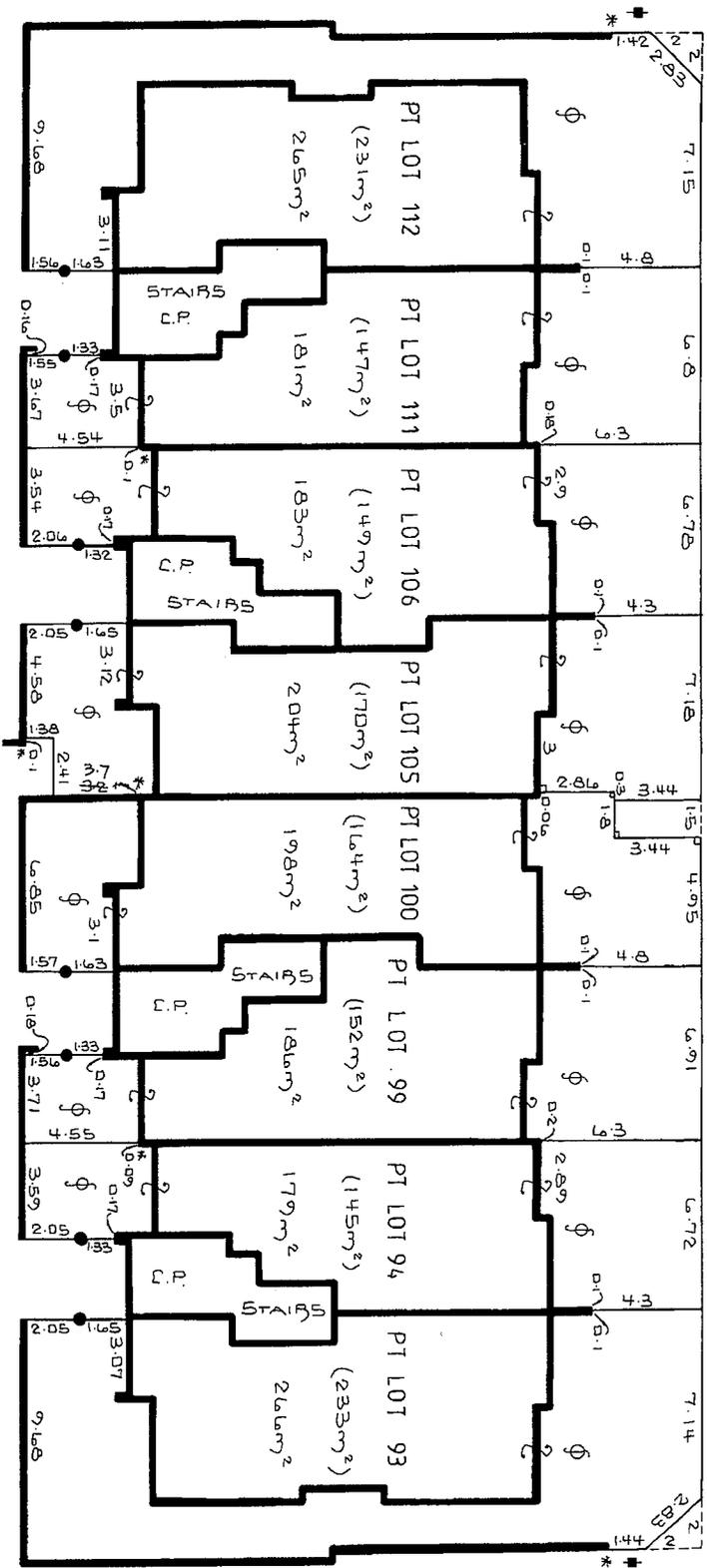
BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN (DIMENSIONS TO FACE OF COLUMN)



STRATA PLAN 43015

BLOCK B

GROUND FLOOR



\* DENOTES CORNER OF WALL  
 L DENOTES PROLONGATION OF OUTER FACE OF WALL  
 φ DENOTES 90  
 φ DENOTES COURTYARD  
 C.P. DENOTES COMMON PROPERTY  
 ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS ●  
 PASS THROUGH CENTRE OF  
 CIRCULAR COLUMN (DIMENSIONS  
 TO FACE OF COLUMN)

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-  
 1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT BASE  
 EXCEPT WHERE COVERED  
 2. WHERE THERE IS NO CONCRETE BASE TO 3 BELOW AND  
 WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF  
 THE ADJACENT FLOOR OF THEIR RESPECTIVE GROUND  
 FLOOR UNIT.

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
 Registered Surveyor

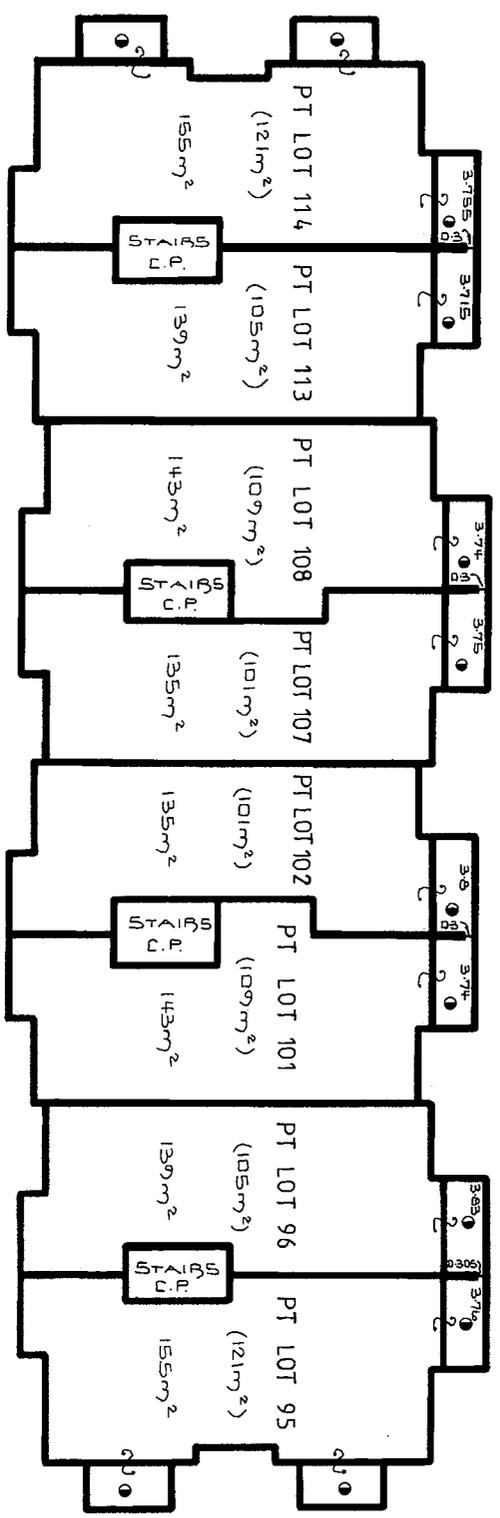
*[Signature]*  
 Field Clerk



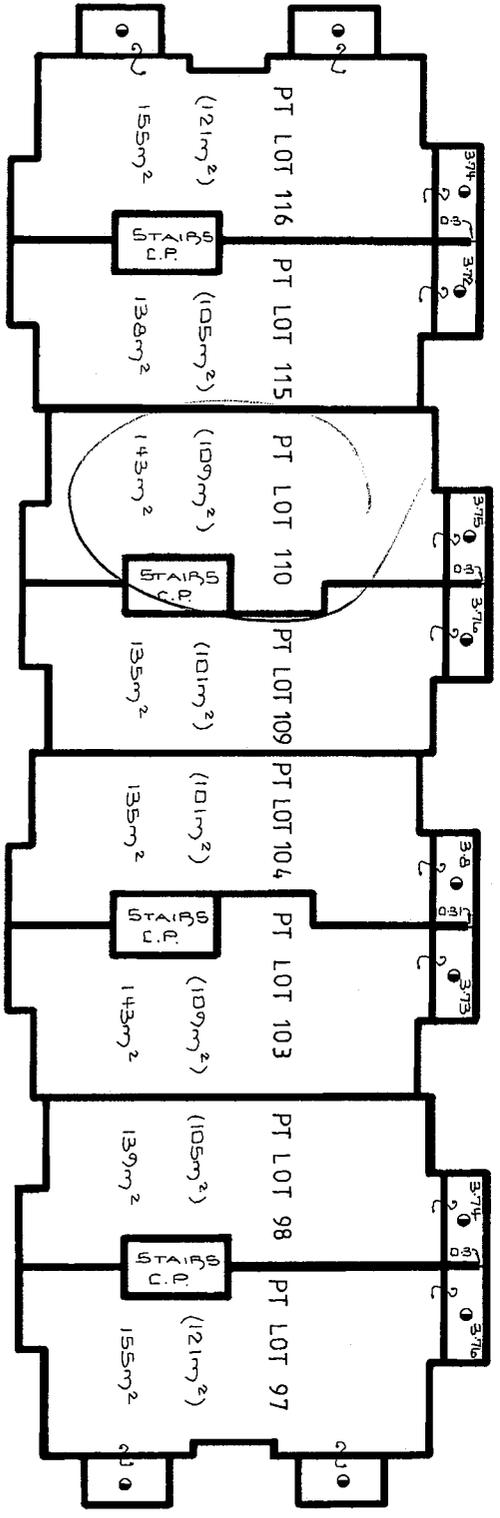
BLOCK B

STRATA PLAN 43015

FIRST FLOOR



SECOND FLOOR



● DENOTES COVERED BALCONY  
 C.P. DENOTES COMMON PROPERTY  
 ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS  ARE TO CENTRE OF WALL AT FACE

Reduction Ratio 1:200

Lengths are in metres

  
 Registered Surveyor

  
 Planning Clerk

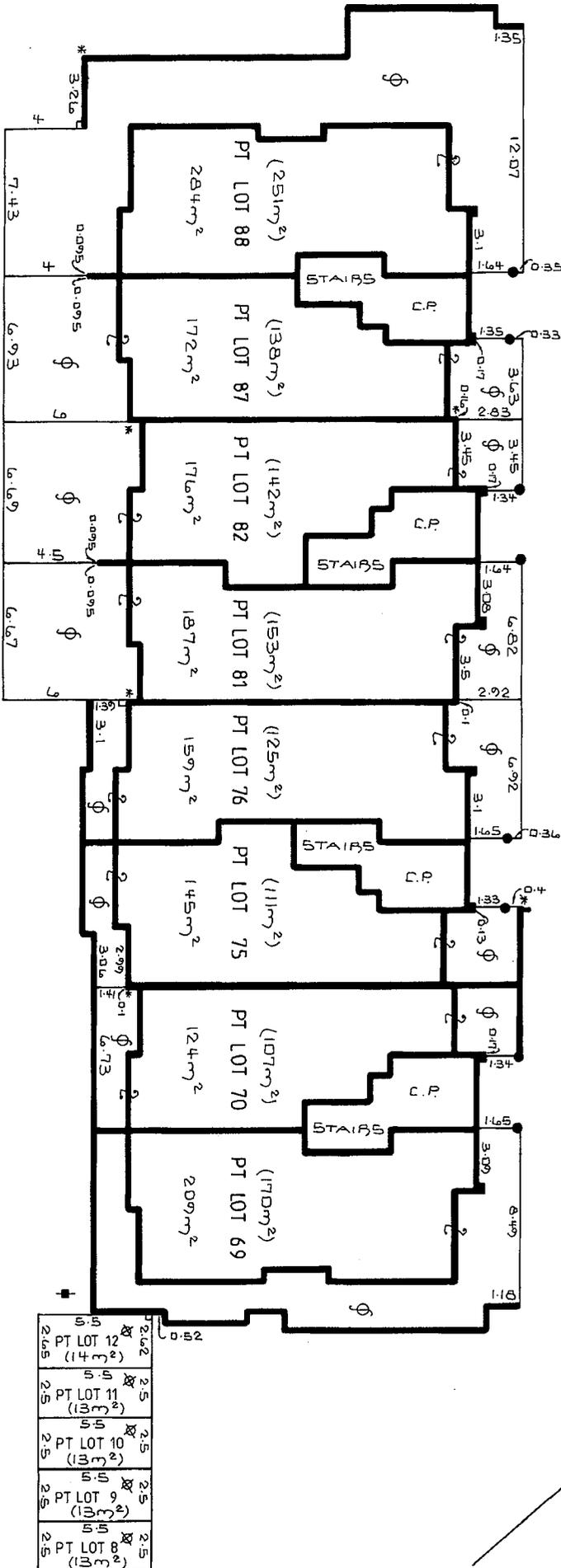
SURVEYOR'S REFERENCE: 11L725



STRATA PLAN 43015

BLOCK C

GROUND FLOOR



PT LOT 12	147m <sup>2</sup>	2.5
PT LOT 11	133m <sup>2</sup>	2.5
PT LOT 10	125m <sup>2</sup>	2.5
PT LOT 9	125m <sup>2</sup>	2.5
PT LOT 8	125m <sup>2</sup>	2.5
PT LOT 7	125m <sup>2</sup>	2.5
PT LOT 6	125m <sup>2</sup>	2.5
PT LOT 5	125m <sup>2</sup>	2.5
PT LOT 4	125m <sup>2</sup>	2.5
PT LOT 3	125m <sup>2</sup>	2.5
PT LOT 2	125m <sup>2</sup>	2.5
PT LOT 1	125m <sup>2</sup>	2.5

- DENOTES PROLONGATION OF OUTER FACE OF WALL
- ⊠ DENOTES CARSPACES
- L DENOTES 90°
- ⊕ DENOTES COURTYARDS
- \* DENOTES CORNER OF WALL
- C.P DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-

1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT BASE EXCEPT WHERE COVERED
2. WHERE THERE IS NO CONCRETE BASE TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE ADJACENT FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

THE STRATUM OF THE CAR SPACES IS LIMITED IN HEIGHT TO 2 BELOW AND TO 6 ABOVE THE UPPER SURFACE OF THE FLOOR OF THE GROUND FLOOR UNIT LOT 69.

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
Registered Surveyor

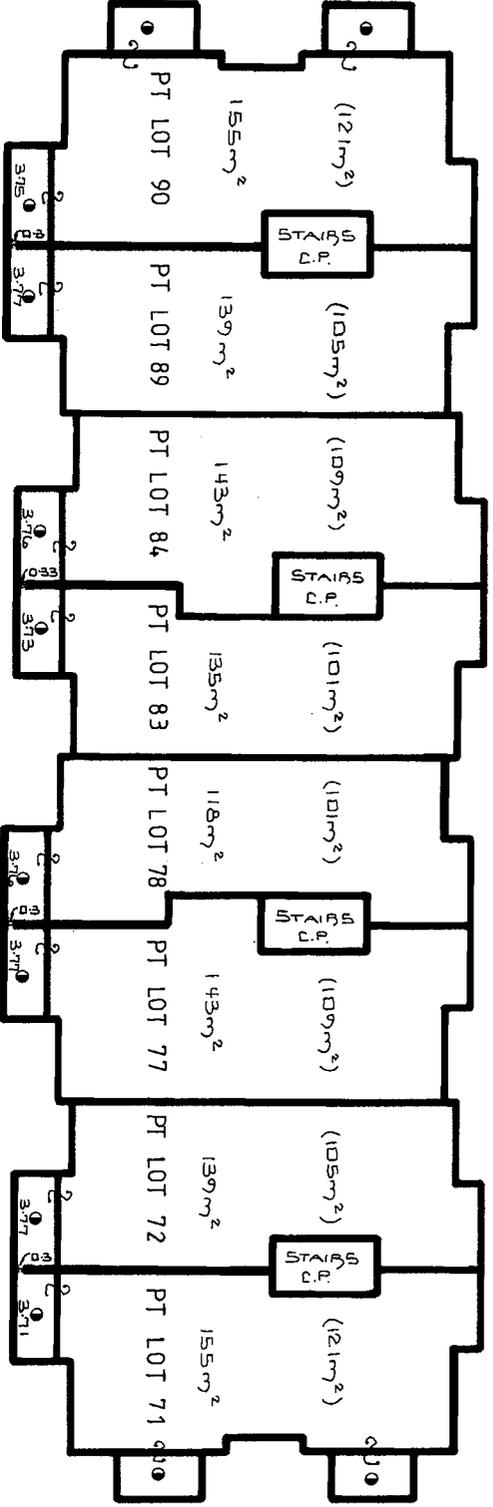
*[Signature]*  
Checked Book

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

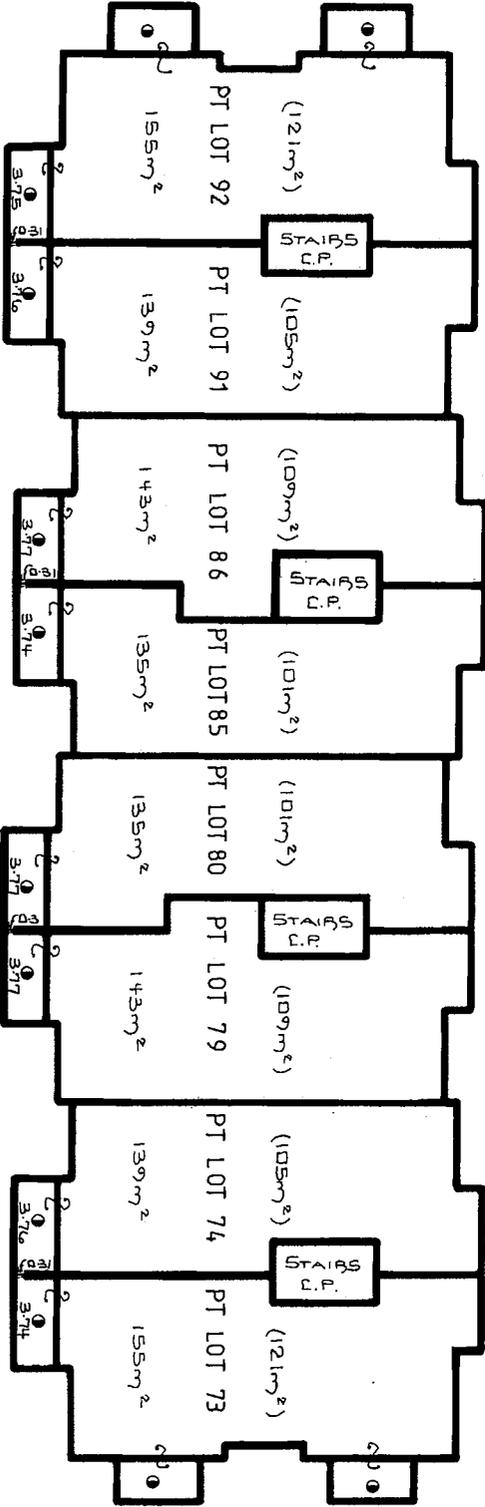
**BLOCK C**

FIRST FLOOR

**STRATA PLAN 43015**



**SECOND FLOOR**



- DENOTES COVERED BALCONY
- C.P. DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS ARE TO CENTRE OF WALL AT FACE

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
Registered Surveyor

SURVEYOR'S REFERENCE: 11A785

*[Signature]*  
Clerk



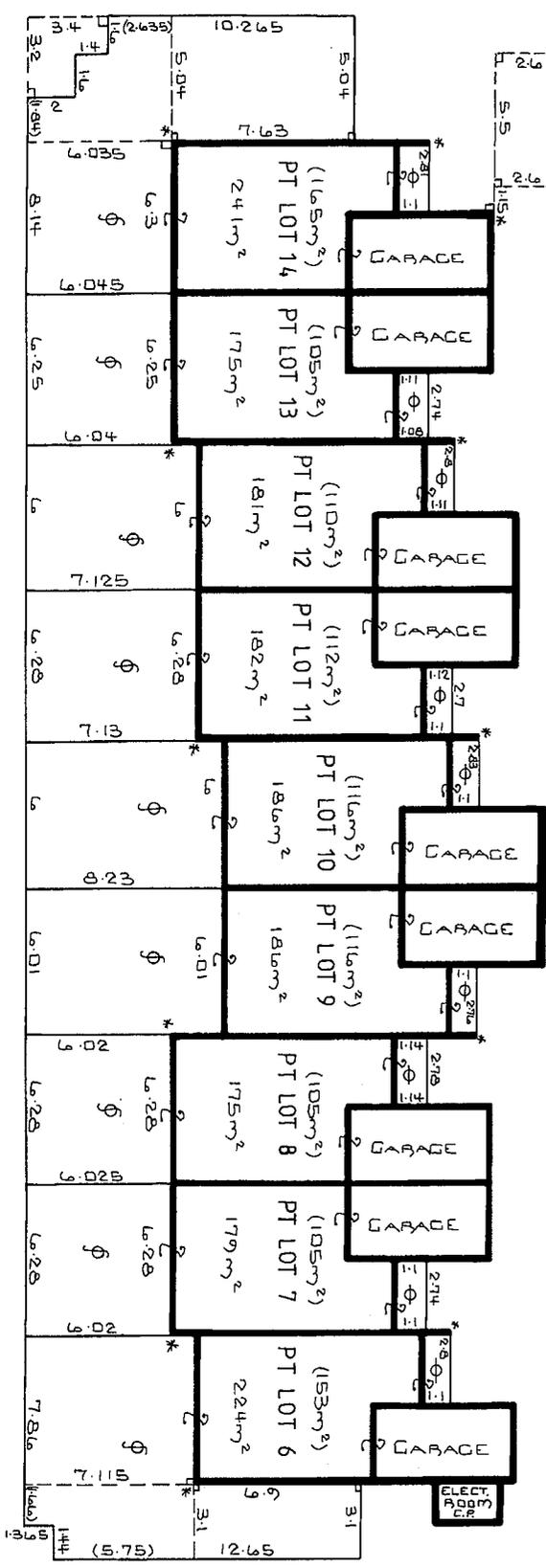
STRAITA PLAN 43015

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

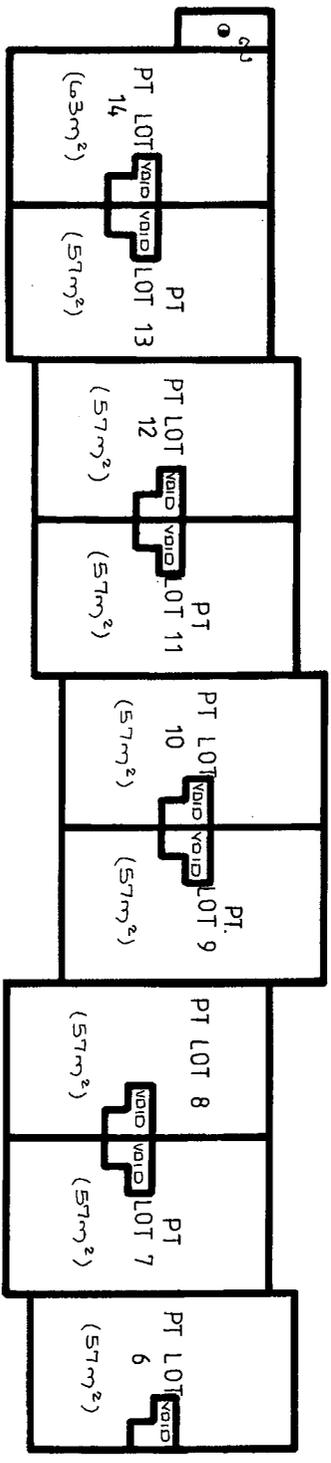
PT LOT 13	5.5
(18m <sup>2</sup> )	5.5
PT LOT 14	5.5
(18m <sup>2</sup> )	5.5

THE STRUTUM OF THE CARSPACES IS LIMITED IN HEIGHT TO 2 BELOW AND ABOVE THE UPPER SURFACE OF THE FLOOR OF THE GROUND FLOOR UNIT LOT 14

BLOCK D  
GROUND FLOOR



FIRST FLOOR



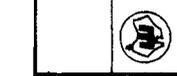
- ⊗ DENOTES CARSPACE
- ⊥ DENOTES 90°
- ⊕ DENOTES COURTYARD
- ⊖ DENOTES PORCH
- DENOTES COVERED BALCONY
- \* DENOTES CORNER OF WALL
- ALL AREAS ARE APPROXIMATE

THE STRUTUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT

THE STRUTUM OF THE PORCHES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED  
Reduction Ratio 1:200  
Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Surveyor

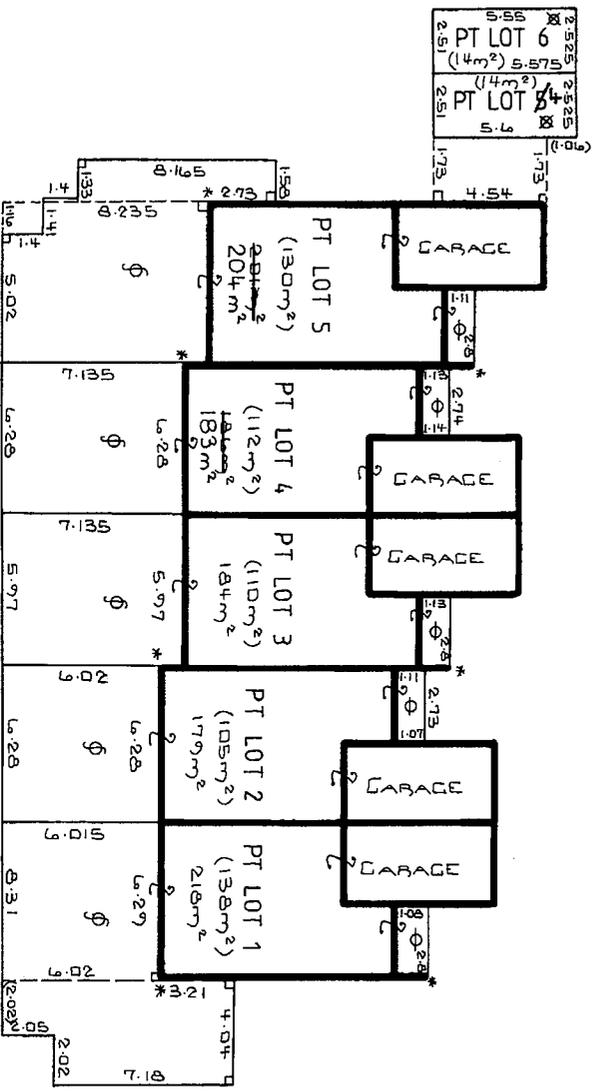


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

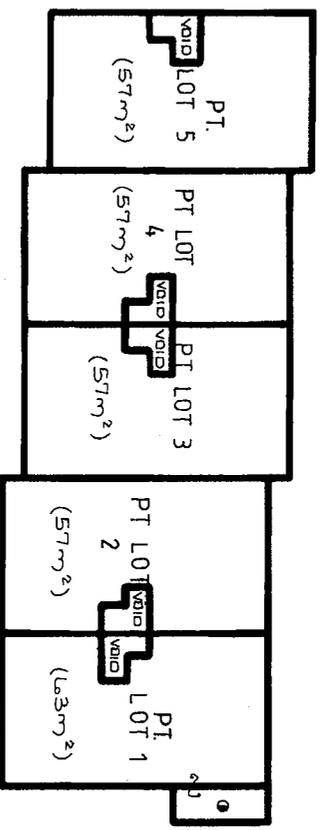
Sheet No. 11 of 16 Sheets

BLOCK E  
 GROUND FLOOR

STRATA PLAN 43015



FIRST FLOOR



- ⊗ DENOTES CARSPACE
  - ⊕ DENOTES COURT YARD
  - ⊖ DENOTES PORCH
  - DENOTES COVERED BALCONY
  - \* DENOTES CORNER WALL
  - └ DENOTES 90°
- ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE PORCHES & CARSPACES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Clerk



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

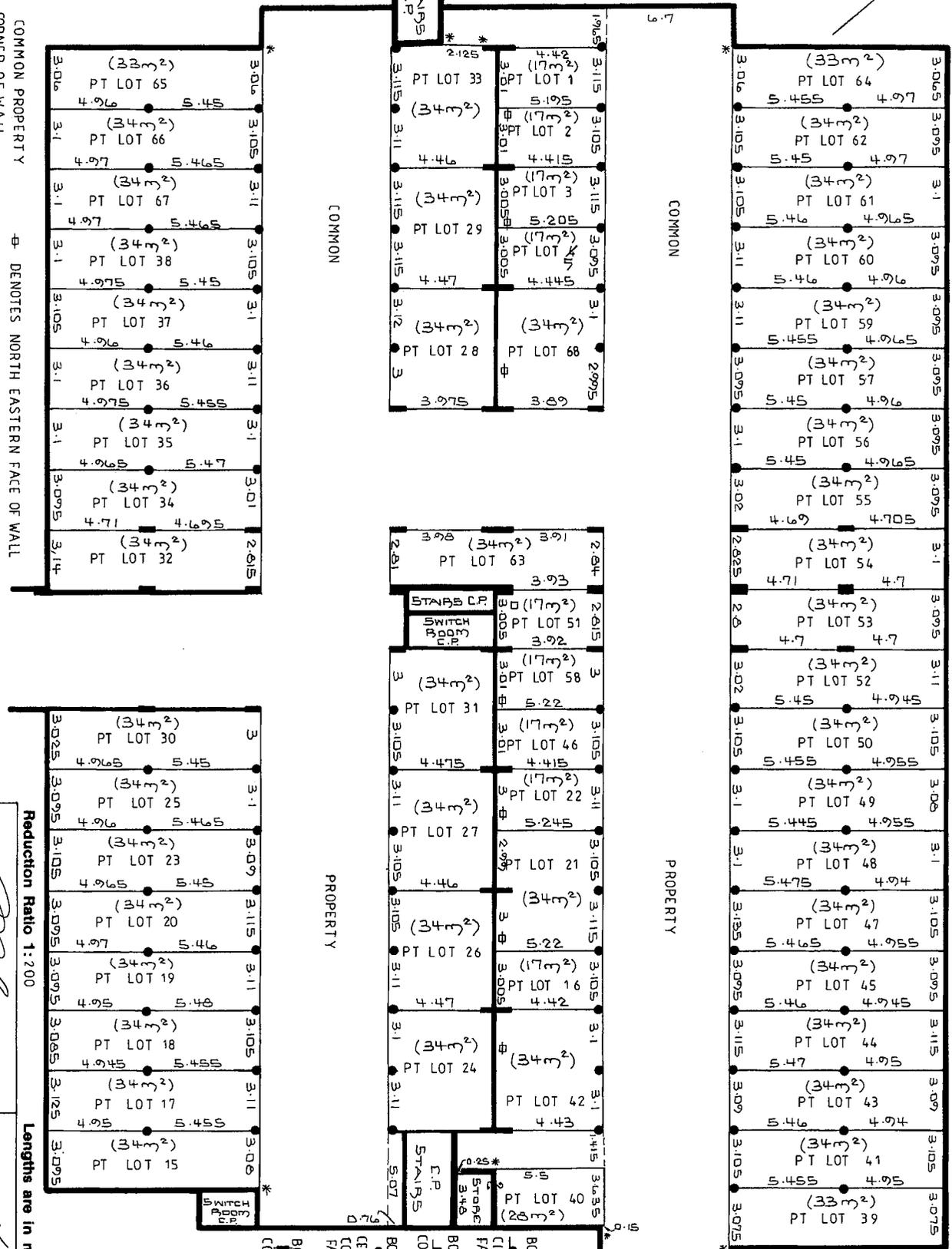
Sheet No. 12 of 16 Sheets

BLOCK F AND BLOCK G

BASEMENT CARPARK

STRATA PLAN 43015

C.P. DEMOTES COMMON PROPERTY  
 \* DEMOTES CORNER OF WALL  
 ALL AREAS ARE APPROXIMATE



BOUNDARIES SHOWN THUS ARE TO CENTRE OF CIRCULAR COLUMN AT FACE

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS PASS THROUGH CENTRE OF CIRCULAR COLUMN DIMENSIONS TO FACE OF COLUMN

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE

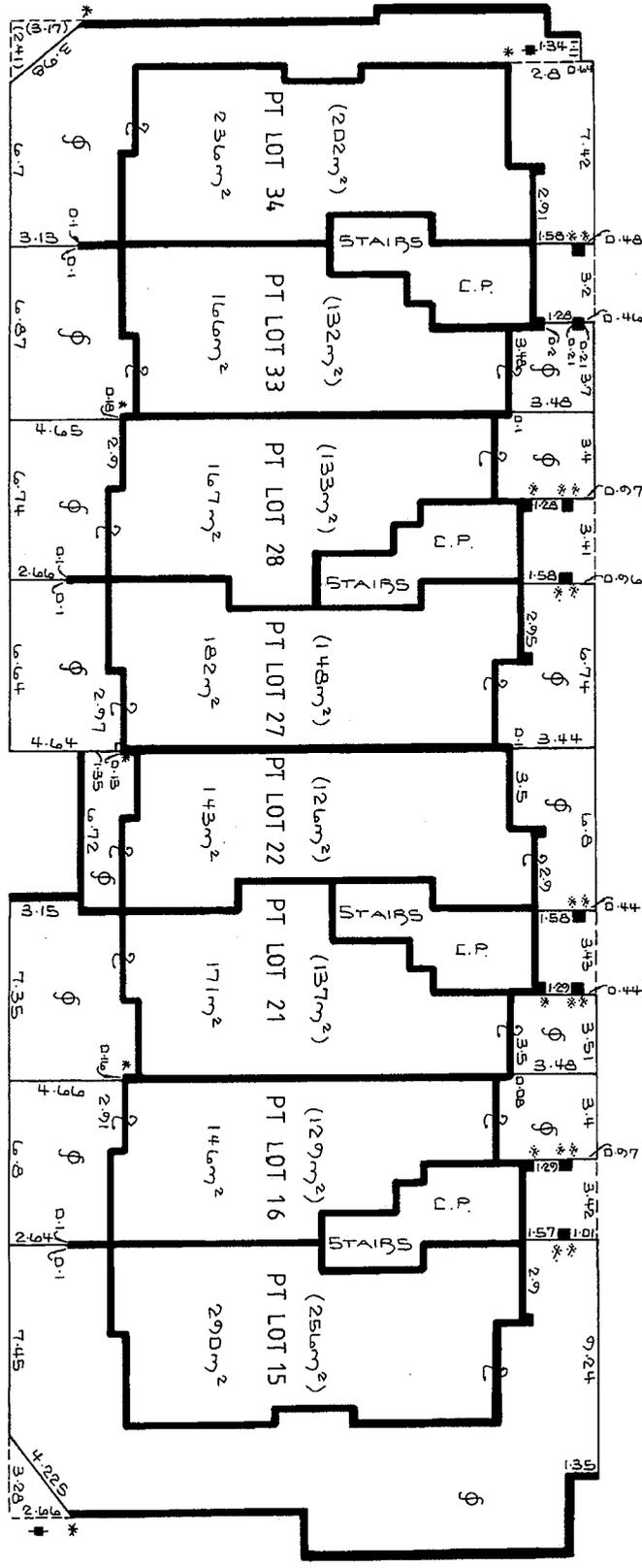
Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Chartered Clerk

BLOCK F  
 GROUND FLOOR



ALL AREAS ARE APPROXIMATE  
 φ DENOTES COURTYARD  
 CP DENOTES COMMON PROPERTY

\* DENOTES 90°  
 \* DENOTES CORNER OF COLUMN  
 \* DENOTES PROLONGATION OF OUTER FACE OF WALL

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-

1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT BASE EXCEPT WHERE COVERED
2. WHERE THERE IS NO CONCRETE BASE TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE ADJACENT FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 Registered Surveyor

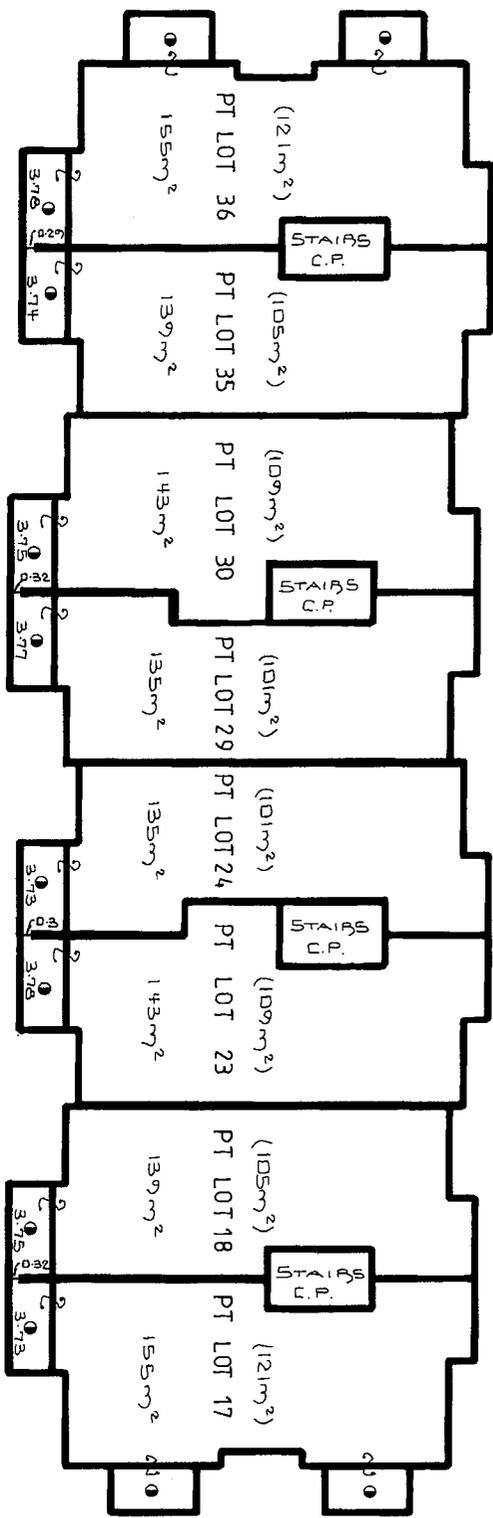
*[Signature]*  
 Quilled Clerk

SURVEYOR'S REFERENCE: 116785

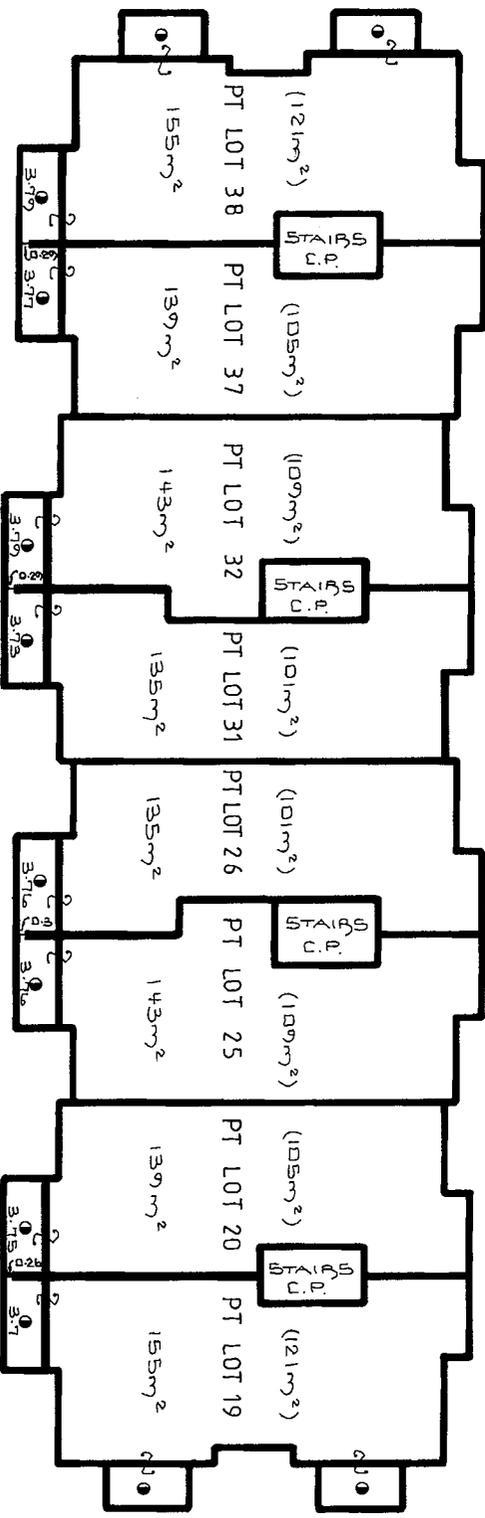
STRATA PLAN 43015

BLOCK F

FIRST FLOOR



SECOND FLOOR



- DENOTES COVERED BALCONY
- C.P. DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

BOUNDRIES SHOWN THUS ARE TO CENTRE OF WALL AT FACE

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 Registered Surveyor

SURVEYOR'S REFERENCE 116785

*[Signature]*  
 Council Clerk



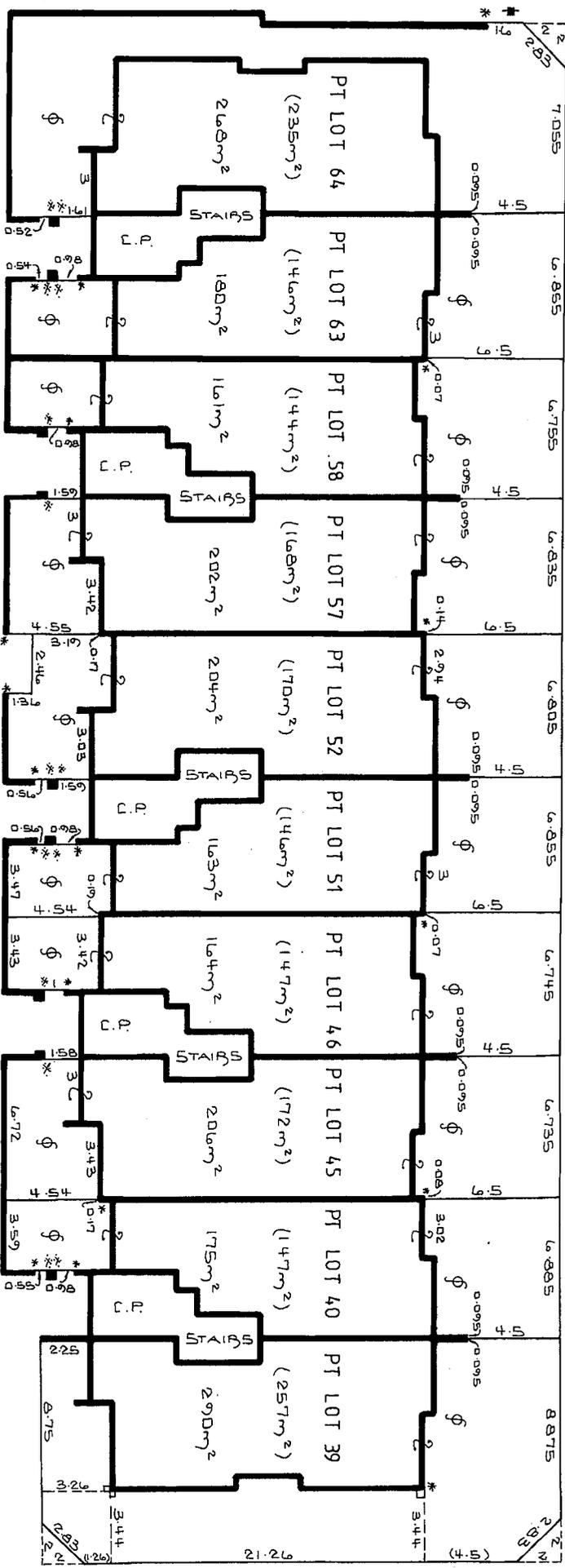
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 16 Sheets

**BLOCK G**

GROUND FLOOR

**STRATA PLAN 43015**



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-  
 1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT  
 BASE EXCEPT WHERE COVERED  
 2. WHERE THERE IS NO CONCRETE BASE TO 3 BELOW AND  
 DENOTES CORNER OF COLUMN  
 DENOTES PROLONGATION OF OUTER FACE OF WALL  
 DENOTES CORNER OF WALL  
 DENOTES 90°  
 DENOTES COURTYARD  
 DENOTES COMMON PROPERTY  
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:200

Lengths are in metres

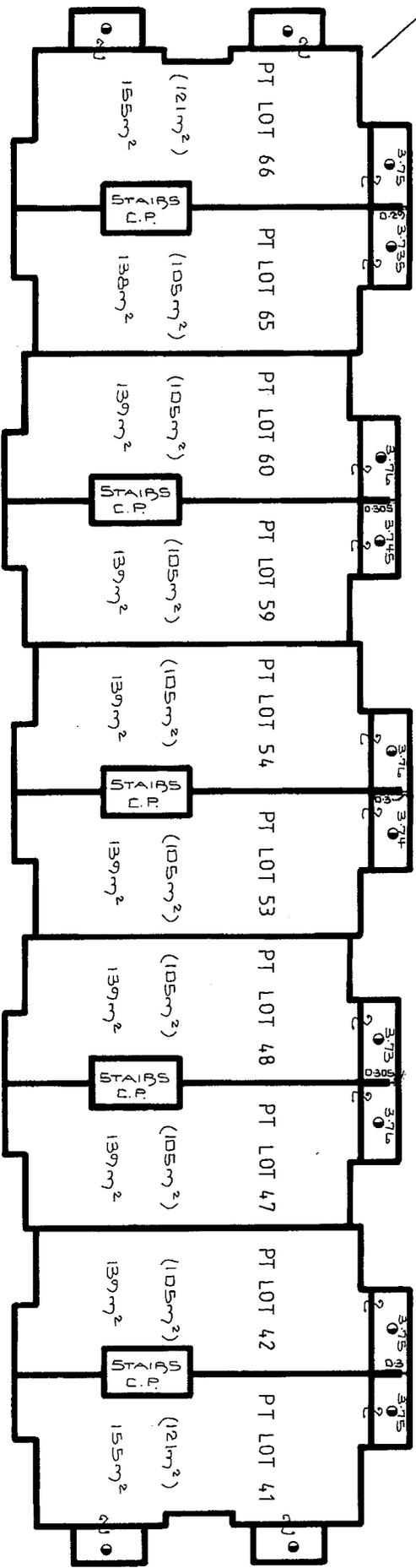
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Clerk

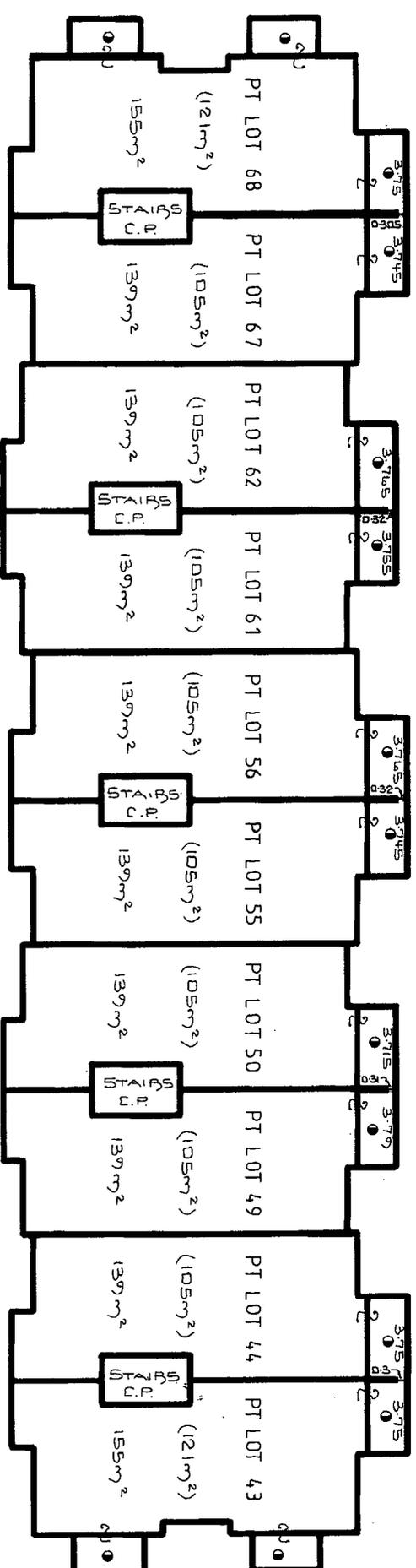


**BLOCK G**  
 FIRST FLOOR

**STRATA PLAN 43015**



**SECOND FLOOR**



● DENOTES COVERED BALCONY  
 ○ DENOTES COMMON PROPERTY  
 ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS  ARE TO CENTRE OF WALL AT FACE

Reduction Ratio 1:200

Lengths are in metres

  
 Registered Surveyor

  
 Assistant Clerk

SURVEYORS REFERENCE: 116785





[Published in Government Gazette No. 172 of 2nd  
December, 1927.]

NOTIFICATION OF RESUMPTION OF LAND  
UNDER THE PUBLIC WORKS ACT, 1912.

IT is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that so much of the land hereunder described as is Crown Land has been appropriated, and so much thereof as is private property has been resumed, under the Public Works Act, 1912, for the following public purpose, namely a Public School at MARSFIELD, and is vested in the Minister of Public Instruction on behalf of His Majesty the King for the purposes of the Public Instruction Act of 1896.

Dated the 15th day of November, one thousand nine hundred and twenty-seven.

D. R. S. DE CHAIR,  
Governor.

By His Excellency's Command,

D. H. DRUMMOND,  
Minister of Public Instruction.

DESCRIPTION OF LAND REFERRED TO.

All that piece or parcel of land containing an area of 2 acres 3 roods 39 perches or thereabouts, in the parish of Hunter's Hill, county of Cumberland, Municipality of Eastwood: Commencing at the easternmost corner of portion 618; and bounded thence by the south-eastern boundary of that portion being a line bearing 222 degrees 20 minutes 50 8/10th links; thence by the north-eastern boundary of portion 616, being a line bearing 121 degrees 24 minutes 940 1/10th links; thence by the north-western side of Balaclava-road, being a line bearing 52 degrees 9 minutes 134 8/10th links; thence by the south-western and north-western boundaries of an area of 2 acres purchased for Public School Purposes at Marsfield, being lines bearing 301 degrees 24 minutes 634 8/10th links and 62 degrees 9 minutes 400 links; thence by the south-western side of Sebastopol-road being a line bearing 301 degrees 24 minutes 408 8/10th links, to the point of commencement,—being part of portion 617, and as shown on a plan catalogued M. 6,946 Sy., at the Department of Lands, Sydney.

[10161]

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

WITNESS:—

*H. H. H. H.*

*D. H. Drummond*

B633213

No. ....

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

**Notification of Resumption.**

*Loc. 3 nos. 27. p. 3. 1910*  
*pt. no 617*  
*Man. Eastwood*  
*in Hunters Hill*  
{excluding minerals under}  
{by virtue of Sec 141. Probles}  
*Minerals Act 1910*

*His Most Gracious Majesty*  
*King George the Fifth*

*[Handwritten signature]*

Particulars entered in Register Book, Vol. 370/  
Fol. 80

the 19<sup>th</sup>  
day of March 1928,  
at \_\_\_\_\_ minutes  
12 o'clock in the \_\_\_\_\_ noon.

*McLayton*  
Acting Registrar General  


*[Handwritten initials]*  
**D**



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

Lengths are in Metres. Sheet 1 of 2 sheets

Plan:  
DP 819805

Plan of Subdivision of  
Lots 1 and 2 in DP 121853  
and Lots 1 and 2 in  
DP 559499, CANCELLED BY  
CLERK CERT. NO 14802 OF 18/10/92.

Name and Address of Proprietor  
of the Land:

Merton Apartments Pty  
Limited  
267 Castlereagh Street,  
Sydney.

PART 1

1. Identity of Easement  
firstly referred to in  
above-mentioned plan:

Right of Carriageway and  
Easement for Services.  
Variable width.

Lot Burdened  
101

SCHEDULE OF LOTS, ETC. AFFECTED.

Lot Benefitted  
100

PART 2.

TERMS OF RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES FIRSTLY REFERRED TO IN THE ABOVE-MENTIONED  
PLAN:

Full and free right for every person who is at any time entitled to an estate or interest in  
possession in the land herein indicated as the land benefited or any part thereof in whose favour  
this easement is created and for every person authorised by them to go, pass and re-pass at all  
times and for all times and for all purposes with or without animals or vehicles or both over the  
land indicated herein as the land burdened and full and free right for every person who is at any  
time entitled to an estate or interest in possession in the land herein indicated as the land  
burdened or any part thereof with which the right shall be capable of enjoyment, and every person  
authorised by him to make, layout, construct, erect, install, carry, maintain, use through, above  
and under the land burdened, all drains, pipes, conduits, underground wires or other equipment and  
materials necessary to provide and carry all or any water, gas, electricity, telephone and/or other  
domestic services to and from the said land benefited provided that the said drains, conduits,  
underground wires and/or other equipment and materials shall be laid in such position as to cause  
as little interference as possible with the Rights of Carriageway hereby reserved together with  
the right for the grantee and every person authorised by him with any tools, implements, or  
machinery necessary for the purpose of laying, inspecting, clearing, repairing, maintaining or  
renewing such equipment or that part thereof to such extent as may be necessary provided that the  
grantee and the persons authorised by him will take all reasonable precautions to ensure as little  
disturbance as possible to the surface of the land burdened and/or free access to the land  
benefitted and will restore without delay that surface as nearly as practicable to its original  
condition

APPROVED BY THE COUNCIL OF THE ~~MAYOR~~ CITY OF RYDE

CITY

*[Signature]*

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

Lengths are in Metres. Sheet 2 of 2 Sheets

Plan:  
DP 819805

Plan of Subdivision of  
Lots 1 and 2 in DP 121853  
and Lots 1 and 2 in  
DP 559499.

Name and Address of the Proprietor  
of the Land:

Merton Apartments Pty  
Limited  
267 Castlereagh Street  
Sydney.

NAME OF AUTHORITY PROPOSED TO RELEASE, VARY OR MODIFY RIGHT OF CARRIAGEWAY AND EASEMENT FOR  
SERVICES FIRSTLY REFERRED TO IN ABOVE-MENTIONED PLAN:

CITY  
The Council of the Municipality of Ryde,  
and the Proprietors of Lot 100 in DP 819805

THE COMMON SEAL OF MERTON APARTMENTS  
PTY LIMITED WAS HEREBY AFFIXED BY AUTHORITY  
OF THE BOARD OF DIRECTORS IN THE PRESENCE OF :



*[Signature]*  
DIRECTOR

*[Signature]*  
DIRECTOR

APPROVED BY THE COUNCIL OF THE ~~MAYOR~~ CITY OF RYDE

CITY

*[Signature]*

REGISTERED BY THE REGISTRAR GENERAL  
ON 14 OCT 1992

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 14th October 1992



Form: 15CH  
Release: 1-0

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



**AP811152B**

Strata Schemes Management Act 201  
Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect information 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.

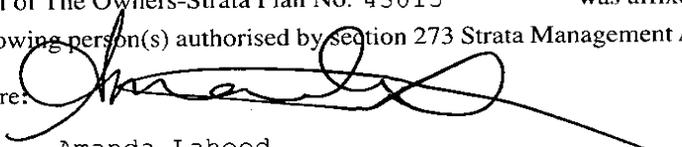
<b>(A) TORRENS TITLE</b>	For the common property CP/SP 43015
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<b>(B) LODGED BY</b>	<table border="1"> <tr> <td style="width: 15%;">Document Collection Box</td> <td>Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP 43015</td> </tr> </table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP 43015	<b>CODE</b>  <b>CH</b>
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP 43015			

- (C) The Owners-Strata Plan No. 43015 certify that pursuant to a resolution passed on 29/10/2019 and
- (D) in accordance with the provisions of Section No.141 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—
- (E) Repealed by-law No. N/A  
Added by-law No. Special By-Law 6  
Amended by-law No. N/A  
as fully set out below:  
Please refer to attached Consolidated By-Laws.

(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. 43015 was affixed on 13/12/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Amanda Lahood

Authority: Strata Manager

Signature:

Name:

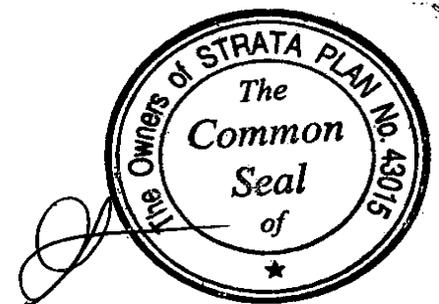
Authority:





# CONSOLIDATED BY-LAWS

The Owners – Strata Plan 43015





WHELAN PROPERTY GROUP  
STRATA MANAGEMENT SERVICES

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**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.
- (2) An approval given by the owners corporation under subclause (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.



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STRATA MANAGEMENT SERVICES

- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (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 executive committee so as to enable the executive 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
- (d)** 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
- (e)** when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- (f)** must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (g)** 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**

- (1)** Subject to section 49 (4), 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.

## **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).

### **Special By-Law 1 – Vehicles on Common Property**

- (a)** No motor or other vehicle shall park or stand upon Common Property except with the consent of the Body Corporate or the Building Superintendent.
- (b)** The Body Corporate shall have the following powers in respect of any motor vehicle parked or otherwise standing upon the Common Property in breach of clause (a) of this by-law: -
  - (i)** The power and authority to remove that motor or other vehicle from the parcel.
  - (ii)** The power and authority to affix to the said motor or other vehicle locking clamps or other devices.
  - (iii)** Incidental to the removal of the said vehicle the power and authority to arrange for the towing and/ or storage of that vehicle.
  - (iv)** The power to recover from the owner of the said vehicle the costs of and incidental to the Body Corporate carrying out any powers or authorities conferred hereunder as a debt due by the person to the Body Corporate.

### **Special By-Law 2 - Authority**

The Owners Corporation shall have the following functions in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996) or other Act:-

- (1)** The authority to determine from time to time the charges payable and other conditions for the issue of keys to common property areas and facilities, including tiered schedules for charges and security deposits.
- (2)** The authority to restrict the issue of keys to common property areas and facilities to owners and occupiers of lots to those who have complied with conditions determined from time to time by the Owners Corporation



WHELAN PROPERTY GROUP  
STRATA MANAGEMENT SERVICES

- (3) The authority to keep a register of persons to whom keys or security devices are issued, and to require (with which requirement an owner or occupier of a lot must comply) the periodic return to the Owners Corporation of the keys or security devices for the purpose of cataloguing and re-issue.

### Special By-Law 3 – Roof Insulation

The Owners for the time being of all villas and top floor units shall be entitled to exclusive use and enjoyment of that part of the Common Property roof space located directly above their lot within the confines of the roof tiles for the specific purpose of installing insulation subject to the following terms and conditions:

- (a) Such Owners shall not permit or suffer to be used that part of the Common Property designated to them for any purpose other than for the installation of Insulation.
- (b) Such Owners shall at their own expense install and maintain and keep in good and serviceable repair such insulation and shall ensure that no damage is caused to the Common Property area where the insulation is installed.
- (c) If there is a default in the performance of any term or condition of this By-law and such default continues for a period of fourteen (14) days after notice thereof is given to the owner of the lot which is in breach by the Secretary or Strata Manager of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereof be terminated for the respective owner by an ordinary resolution of the Owners Corporation.
- (d) The right and privileges conferred by this By-Law shall be terminated automatically in the event of the strata scheme being varied or terminated pursuant to Sections 50, 51 or 51A of the Strata Schemes (Freehold Development) Act 1973 as amended.

### Special By-law 4 – Previously Installed Air Conditioning Units

- 1.1 This by-law relates to lots in the strata scheme with air conditioning units which at the date of this by-law have been installed.
- 1.2 "Owner" means an owner of a lot which has had an air conditioning unit installed prior to the date when this by-law was made.
- 1.3 The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the installation of the said air conditioning unit.
- 1.4 An owner of a lot shall:
  - (a) Have a special privilege in respect of the common property to install and keep an air conditioning unit in and on the common property, and a special privilege in respect of common property to attach pipes, electrical cabling and ducting to and



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- through common property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to the lot and shall have the exclusive use of those parts of the common property occupied by the air conditioning unit.
- (b) Properly maintain and keep the common property to which the air conditioning unit, pipes, electrical/cabling and ducting is attached in a state of good serviceable repair.
  - (c) Properly maintain and keep the air conditioning unit, pipes, electrical cabling and ducting which are attached in a state of good and serviceable repair.
  - (d) Be responsible for any damage occasioned to common property by the attachment to or through it by the air conditioning unit, pipes, electrical, cabling and ducting; and
- 1.5 With respect of any air conditioning unit installed prior to making of this by-law, an owner shall inform the Owners Corporation in writing that such installation has been effected and such advice shall include details of the size, capacity and model of the unit, and location of common property. The Owners Corporation may reasonably require the owner to ameliorate any adverse impact on the peaceful enjoyment of any other owner or occupier of another lot or the appearance of the building.
- 1.6 Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owner pursuant to this by-law.

#### **Special By-Law 5 – Installation of Air Conditioning Units**

- 1.1 This by-law relates to every lot in the strata scheme.
- 1.2 "Owner" means an owner of a lot in which an air conditioning unit is to be installed.
- 1.3 The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the installation of the said air conditioning unit.
- 1.4 Upon the installation of the air conditioning unit, an owner of a lot shall:
- (a) Have a special privilege in respect of the common property to install and keep the said air and conditioning unit in and on the common property, and a special privilege in respect of the common property to attach pipes, electrical cabling and ducting to and through common property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to their respective lots and shall have exclusive use of those parts of the common property occupied by the air conditioning unit.
  - (b) Conceal pipes, electrical cabling and possible.



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- (c) Install the air conditioning unit in a manner and position so that it is not visible from the street.
  - (d) Properly maintain and keep the common property in which the air conditioning unit, pipes, electrical cabling and ducting is attached in a state of good and serviceable repair.
  - (e) Properly maintain and keep the air conditioning unit, pipes, electrical cabling and ducting which are attached in a state of good serviceable repair.
  - (f) Be responsible for any damage occasioned to common property by the attachment to or through it by the air conditioning unit, pipes, electrical cabling and ducting.
  - (g) Be responsible for the re-instatement of common property if the air conditioning unit, pipes, electrical cabling and ducting are removed.
  - (h) Maintain the integrity of waterproofing and integrity of the fire safety of the building and shall ensure that any penetration of the common property or any fire rated element shall be sealed in accordance with the Building Code of Australia and relevant Australian Standards; and
  - (i) Not use the air conditioning unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or the common property by any person entitled to use it.
- 1.5**
- (a) Before proceeding to install an air conditioning unit, an owner shall obtain prior written consent (which shall not be withheld unreasonably) of the Owners Corporation with respect of the installation.
  - (b) An application for consent shall include details of the size, capacity and model of the air conditioning unit, its proposed location on common property and plans to ameliorate any adverse impact on the appearance of the building.
- 1.6** Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owners pursuant to this by-law.
- 1.7**
- (a) If an owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the owner to comply with the terms of it;
  - (b) If an owner, after being requested in writing to do so, fails to comply with the relevant terms, the Owners Corporation without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes



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Management Act 1996, to enter upon the lot, have the necessary work performed and recover the cost of such work from the owner.

- (c) Any costs, if not paid at the end of one month after becoming due and payable, shall bear until paid simple interest at an annual rate of 10% and
- (d) The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

### Special By-law 6 – Smoking

- (1) All common property areas are smoke-free areas.
- (2) The owner or occupier of a lot, or an invitee of an owner or occupier of a lot, must take all reasonable steps to prevent smoke caused by smoking from drifting on to or penetrating common property or another lot.
- (3) For the purpose of this by-law ‘smoking’ means to hold or otherwise have control over an ignited smoking product or implement.
- (4) For the purpose of this by-law ‘reasonable steps’ includes –
  - (a) Where an owner, occupier or invitee on a lot is in close proximity to another lot or common property, the owner, occupier or invitee must not smoke.
  - (b) Where wind is blowing in the general direction of another lot or common property, an owner, occupier or invitee on a lot must not smoke.
- (5) Where any term used in this by-law is defined in the Strata Schemes Management Act 2015 (or any replacement or amendment of that legislation), then the term has the same meaning as the term has under that legislation.



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### Approved Form 10

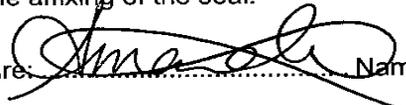
#### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 43015 was affixed on ^ ..... 13 December 2019 ..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: ..... Amanda Lahood ..... Authority: ..... STRATA MANAGING AGENT .....

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 it 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.



**Lodger Details**

Lodger Code 503650C  
Name JLAWYERS  
Address EQUINOX  
STR 3, 94-98 RAMSGATE AV  
BONDI BEACH 2026  
Lodger Box 1W  
Email MONIKA@JLAWYERSPTYLTD.COM.AU  
Reference EA20240392

Land Registry Document Identification

**AU503560**

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP43015	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP43015  
Other legal entity

**Meeting Date**

15/10/2024

**Amended by-law No.**

**Details** N/A

**Repealed by-law No.**

**Details** N/A

**Added by-law No.**

**Details** Special By-law No. 9

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP43015

**Signer Name** MONIKA JANDREK

**Signer Organisation** JLAWYERS PTY. LIMITED

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 16/10/2024

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS  
CONDITIONS & PROVISIONS  
THE OWNERS – STRATA PLAN NO 43015



# Consolidated Strata By-Laws

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## Bosworth

The Owners – Strata Plan No. 43015

188 – 190 Balaclava Road MARSFIELD NSW 2122



A handwritten signature in black ink, appearing to read "Elizabeth Avery".

Signature: .....

Name: Elizabeth Avery

Authority: Strata Managing Agent

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS  
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THE OWNERS – STRATA PLAN NO 43015



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**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.
- (2) An approval given by the owners corporation under subclause (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 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS  
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**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.

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**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 executive committee so as to enable the executive 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
- (d) 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
- (e) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- (f) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (g) 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**

- (1) Subject to section 49 (4), 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.

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

**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).

**Special By-Law 1 – Vehicles on Common Property**

- (a) No motor or other vehicle shall park or stand upon Common Property except with the consent of the Body Corporate or the Building Superintendent.
- (b) The Body Corporate shall have the following powers in respect of any motor vehicle parked or otherwise standing upon the Common Property in breach of clause (a) of this by-law: -
  - (i) The power and authority to remove that motor or other vehicle from the parcel.
  - (ii) The power and authority to affix to the said motor or other vehicle locking clamps or other devices.
  - (iii) Incidental to the removal of the said vehicle the power and authority to arrange for the towing and/ or storage of that vehicle.
  - (iv) The power to recover from the owner of the said vehicle the costs of and incidental to the Body Corporate carrying out any powers or authorities conferred hereunder as a debt due by the person to the Body Corporate.

**Special By-Law 2 - Authority**

The Owners Corporation shall have the following functions in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996) or other Act:-

## ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

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#### THE OWNERS – STRATA PLAN NO 43015



- (1)** The authority to determine from time to time the charges payable and other conditions for the issue of keys to common property areas and facilities, including tiered schedules for charges and security deposits.
- (2)** The authority to restrict the issue of keys to common property areas and facilities to owners and occupiers of lots to those who have complied with conditions determined from time to time by the Owners Corporation
- (3)** The authority to keep a register of persons to whom keys or security devices are issued, and to require (with which requirement an owner or occupier of a lot must comply) the periodic return to the Owners Corporation of the keys or security devices for the purpose of cataloguing and re-issue.

#### **Special By-Law 3 – Roof Insulation**

The Owners for the time being of all villas and top floor units shall be entitled to exclusive use and enjoyment of that part of the Common Property roof space located directly above their lot within the confines of the roof tiles for the specific purpose of installing insulation subject to the following terms and conditions:

- (a)** Such Owners shall not permit or suffer to be used that part of the Common Property designated to them for any purpose other than for the installation of Insulation.
- (b)** Such Owners shall at their own expense install and maintain and keep in good and serviceable repair such insulation and shall ensure that no damage is caused to the Common Property area where the insulation is installed.
- (c)** If there is a default in the performance of any term or condition of this By-law and such default continues for a period of fourteen (14) days after notice thereof is given to the owner of the lot which is in breach by the Secretary or Strata Manager of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereof be terminated for the respective owner by an ordinary resolution of the Owners Corporation.
- (d)** The right and privileges conferred by this By-Law shall be terminated automatically in the event of the strata scheme being varied or terminated pursuant to Sections 50, 51 or 51A of the Strata Schemes (Freehold Development) Act 1973 as amended.

#### **Special By-law 4 – Previously Installed Air Conditioning Units**

- 1.1** This by-law relates to lots in the strata scheme with air conditioning units which at the date of this by-law have been installed.
- 1.2** "Owner" means an owner of a lot which has had an air conditioning unit installed prior to the date when this by-law was made.
- 1.3** The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the installation of the said air conditioning unit.
- 1.4** An owner of a lot shall:
  - (a)** Have a special privilege in respect of the common property to install and keep an air conditioning unit in and on the common property, and a special privilege in respect of common property to attach pipes, electrical cabling and ducting to and through common

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property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to the lot and shall have the exclusive use of those parts of the common property occupied by the air conditioning unit.

- (b) Properly maintain and keep the common property to which the air conditioning unit, pipes, electrical/cabling and ducting is attached in a state of good serviceable repair.
- (c) Properly maintain and keep the air conditioning unit, pipes, electrical cabling and ducting which are attached in a state of good and serviceable repair.
- (d) Be responsible for any damage occasioned to common property by the attachment to or through it by the air conditioning unit, pipes, electrical, cabling and ducting; and

**1.5** With respect of any air conditioning unit installed prior to making of this by-law, an owner shall inform the Owners Corporation in writing that such installation has been effected and such advice shall include details of the size, capacity and model of the unit, and location of common property. The Owners Corporation may reasonably require the owner to ameliorate any adverse impact on the peaceful enjoyment of any other owner or occupier of another lot or the appearance of the building.

**1.6** Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owner pursuant to this by-law.

**Special By-Law 5 – Installation of Air Conditioning Units**

**1.1** This by-law relates to every lot in the strata scheme.

**1.2** "Owner" means an owner of a lot in which an air conditioning unit is to be installed.

**1.3** The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the installation of the said air conditioning unit.

**1.4** Upon the installation of the air conditioning unit, an owner of a lot shall:

(a) Have a special privilege in respect of the common property to install and keep the said air and conditioning unit in and on the common property, and a special privilege in respect of the common property to attach pipes, electrical cabling and ducting to and through common property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to their respective lots and shall have exclusive use of those parts of the common property occupied by the air conditioning unit.

(b) Conceal pipes, electrical cabling and possible.

(c) Install the air conditioning unit in a manner and position so that it is not visible from the street.

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- (d)** Properly maintain and keep the common property in which the air conditioning unit, pipes, electrical cabling and ducting is attached in a state of good and serviceable repair.
- (e)** Properly maintain and keep the air conditioning unit, pipes, electrical cabling and ducting which are attached in a state of good serviceable repair.
- (f)** Be responsible for any damage occasioned to common property by the attachment to or through it by the air conditioning unit, pipes, electrical cabling and ducting.
- (g)** Be responsible for the re-instatement of common property if the air conditioning unit, pipes, electrical cabling and ducting are removed.
- (h)** Maintain the integrity of waterproofing and integrity of the fire safety of the building and shall ensure that any penetration of the common property or any fire rated element shall be sealed in accordance with the Building Code of Australia and relevant Australian Standards; and
- (i)** Not use the air conditioning unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or the common property by any person entitled to use it.

**1.5**

- (a)** Before proceeding to install an air conditioning unit, an owner shall obtain prior written consent (which shall not be withheld unreasonably) of the Owners Corporation with respect of the installation.
- (b)** An application for consent shall include details of the size, capacity and model of the air conditioning unit, its proposed location on common property and plans to ameliorate any adverse impact on the appearance of the building.

**1.6**

Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owners pursuant to this by-law.

**1.7**

- (a)** If an owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the owner to comply with the terms of it;
- (b)** If an owner, after being requested in writing to do so, fails to comply with the relevant terms, the Owners Corporation without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes Management Act 1996, to enter upon the lot, have the necessary work performed and recover the cost of such work from the owner.
- (c)** Any costs, if not paid at the end of one month after becoming due and payable, shall bear until paid simple interest at an annual rate of 10% and
- (d)** The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

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**Special By-law 6 – Smoking**

- (1)** All common property areas are smoke-free areas.
- (2)** The owner or occupier of a lot, or an invitee of an owner or occupier of a lot, must take all reasonable steps to prevent smoke caused by smoking from drifting on to or penetrating common property or another lot.
- (3)** For the purpose of this by-law ‘smoking’ means to hold or otherwise have control over an ignited smoking product or implement.
- (4)** For the purpose of this by-law ‘reasonable steps’ includes –
  - (a)** Where an owner, occupier or invitee on a lot is in close proximity to another lot or common property, the owner, occupier or invitee must not smoke.
  - (b)** Where wind is blowing in the general direction of another lot or common property, an owner, occupier or invitee on a lot must not smoke.
- (5)** Where any term used in this by-law is defined in the Strata Schemes Management Act 2015 (or any replacement or amendment of that legislation), then the term has the same meaning as the term has under that legislation.

**Special By-law 7 – Lot 43<sup>i</sup>**

**1 Approval of work**

**1.1 Work**

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

**1.2 Exclusive use**

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

**1.3 Building Works**

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a)** the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and

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- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

#### 1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

#### 1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

#### 1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim,

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demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

### **1.7 Default**

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

### **1.8 Scope of Works**

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

## **2 Methods and procedures**

### **2.1 Approvals**

In relation to any right granted to a person hereunder, that person must:

- (a)** obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b)** provide a copy of any such Approvals to the owners corporation;
- (c)** in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d)** provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

### **2.2 Consent**

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On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

### 2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a)** is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
  - (i)** as reasonably determined from time to time by the owners corporation; or
  - (ii)** in the absence of such a determination, the amount of \$500;
- (b)** is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c)** may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d)** must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

### 2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a)** will not by reason only of so doing be released from that obligation, or release that right; and

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- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

## **2.5 Liability for occupiers and invitees**

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

## **2.6 Exercise of care, skill and compliance with law**

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

## **2.7 Obligation to do work to remedy breach**

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;

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- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

## 2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
  - (i) in accordance with any applicable law and any other applicable requirement hereof; and
  - (ii) in a proper and workmanlike manner and exercising due care and skill.

*Note.* If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

## 2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and

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- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

## 2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
  - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
  - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

## 2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
  - (i) any interest payable; and
  - (ii) the expenses of the owners corporation incurred in recovering those amounts.

*Note.* The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

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## **2.12 Alteration of building affecting lot boundary**

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

## **3 Definitions and interpretations**

### **3.1 Interpretation**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a)** the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b)** the singular includes the plural and vice versa;
- (c)** headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d)** a reference to a document, includes any amendment, replacement or novation of it;
- (e)** where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f)** any reference to legislation includes any amending or replacing legislation;
- (g)** where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h)** where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i)** any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j)** where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

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- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

### 3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

### 3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### 3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

**Approval** means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;

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- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authorised Lot** means lot 43 in the strata scheme bearing folio identifier 43/SP43015;

**Authorised Owner** means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

**Authority** means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

**Building Works Conditions** means the provisions of Annexure A;

**Building Works** has the meaning given to it in the Building Works Conditions;

**common property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

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***Exclusive Use Area*** means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
  - (i) only accessible from within that premises; or
  - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

***Management Act*** means the Strata Schemes Management Act 2015;

***occupier*** means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

***owner*** means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

***owners corporation*** means the owners corporation created on registration of the strata plan;

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***Permitted Work*** means Building Works as set out in the Scope of Works.

***Resolution*** means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

***Scope of Works*** means the Scope of Works in Annexure B;

***strata plan*** means strata plan number 43015; and

***strata scheme*** means the strata scheme relating to the strata plan.

## **Annexure A Building Works Conditions**

### **1 Building Works Conditions**

#### **1.1 General conditions applying to Building Works**

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a

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Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday

- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

## **1.2 Connection to services**

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

## **1.3 Cleanliness, protection and rectification**

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

## **1.4 Bond**

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You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

**1.5 Plans and specifications**

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

**1.6 Insurance**

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

**1.7 Ownership of works**

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

**1.8 Definitions**

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

***Building Code of Australia*** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

***Building Works*** means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

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- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time;

**you** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

**your** has a corresponding meaning to You.

### **Annexure B Scope of Works**

#### **1. Scope of Works**

##### **1.1 Main bathroom**

Renovation of the main bathroom of the Authorised Lot in accordance with annexed **Figure 1**, including:

- (a) Removal of all fixtures, fittings and shower screen;
- (b) Installation of new fixtures, fittings and shower screen
- (c) Removal of floor and wall tiling;
- (d) Installation of new floor and wall tiling including waterproofing works; and
- (e) Plumbing works as necessary

##### **1.2 Ensuite bathroom**

Renovations of the ensuite bathroom of the Authorised Lot in accordance with **Figure 2** including:

- (a) Removal of all fixtures, fittings, cabinetry, bath, shower, toilet suite and vanity;
- (b) Installation of new fixtures, fittings, cabinetry,, screen, toilet suite and vanity;
- (c) Removal of floor and wall tiling;
- (d) Installation of new floor and wall tiling including waterproofing works; and
- (e) Plumbing and electrical works as necessary.

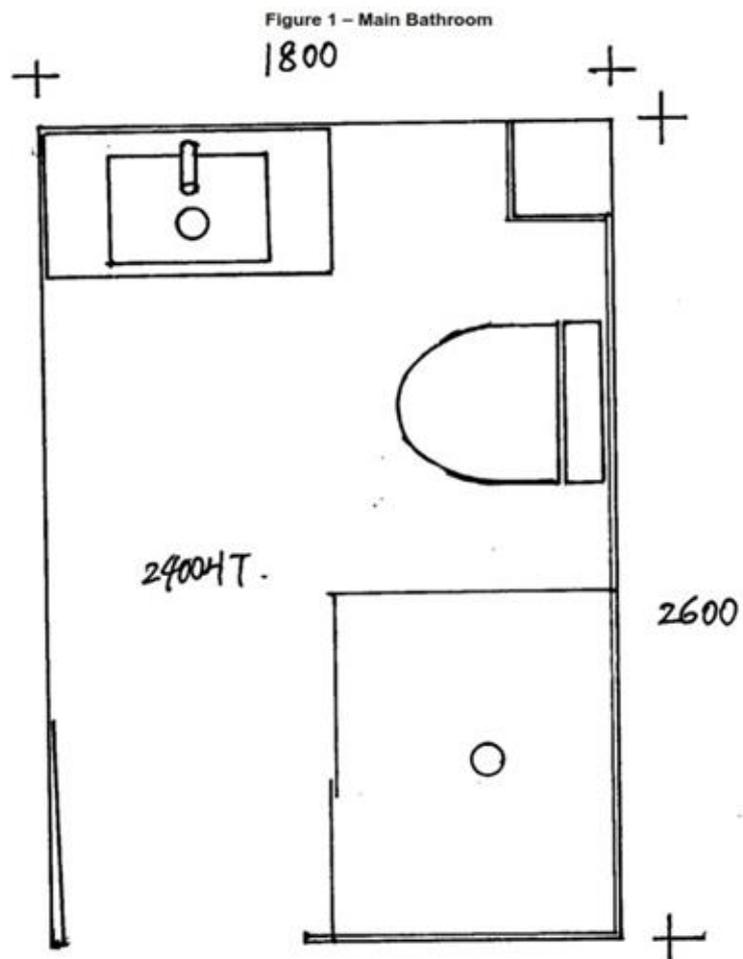
##### **1.3 Plans and drawings**

A reference to, or the incorporation of, a plan drawing sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original

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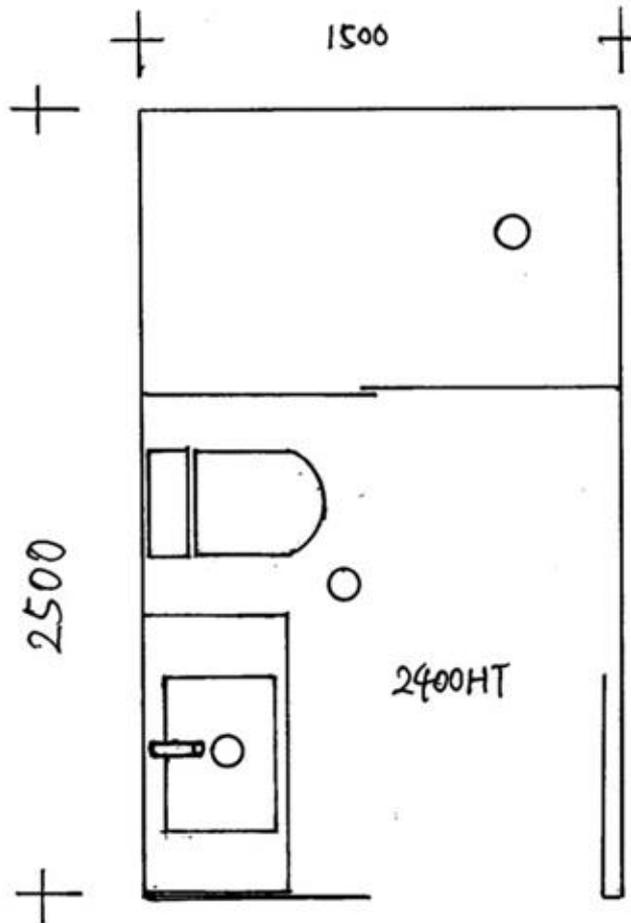
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Figure 2 - Ensuite



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**Special By-law No. 8 - By-law to authorise the owner of Lot 56 to add to, alter and erect new structures on the common property and exclusive use<sup>ii</sup>**

**PART 1**

**DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- a. **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b. **Building Alteration Plan** means section 19 of the *Strata Schemes Development Act 2015*.
- c. **Insurance** means:
  - i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - ii. insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - iii. workers compensation insurance as required by law.
- d. **Lot** means lot 56 in strata scheme 43015.
- e. **Owner** means the owner of the Lot from time to time.
- f. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 43015.
- g. **Works** means the works set out in the scope of works and plans annexed to this by-law.
- h. **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

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- 1.2 In this by-law a word which denotes:
- a. the singular includes plural and vice versa;
  - b. any gender includes the other genders;
  - c. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
  - d. references to legislation includes references to amending and replacing legislation.

**PART 2**  
**GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

**PART 3**  
**CONDITIONS**

**PART 3.1**  
**Before commencement**

- 3.1 Before commencement of the Works the Owner must:
- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - b. effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;

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- c. ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office;
- d. if required, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring.

**PART 3.2**

**During construction**

3.2 Whilst the Works are in progress the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works during times reasonably approved by the Owners Corporation;
- e. perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- f. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g. protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i. where any work undertaken includes waterproofing then the Owner must ensure that at their cost:

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- i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
  - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.
- j. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- k. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

**PART 3.3**

**After construction**

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- a. notify the Owners Corporation that the Works have been completed;
  - b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
  - c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
  - d. if required, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the installed flooring and treatment to the flooring;
  - e. comply with any requirement to lodge a Building Alteration Plan; and

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- f. if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

**PART 3.4**

**Enduring rights and obligations**

3.4 The Owner:

- a. is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- b. is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- c. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- d. remains liable for any damage to lot or common property arising out of the Works;
- e. must make good any damage to lot or common property arising out of the Works; and
- f. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS  
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**SCOPE OF WORKS**

**Kitchen**

- Remove, replace and install new benchtops
- Remove, replace and install new cabinets
- Remove, replace and install new lighting
- Remove, replace and install new kitchen appliances
- Remove, replace and install new kitchen sink
- Remove existing floor and install new floor tiles
- Install new power outlets
- Remove, replace and install new tiling
- Install plumbing, gas and electrical connections associated with the new kitchen appliances
- Install splashbacks
- Install plumbing connections associated with the new kitchen sink
- Remove, replace and install new range hood and exhaust fan
- Installation of new waterproofing membrane

**Bathroom**

- Remove, replace and install new vanity and sink
- Remove, replace and install new cabinets
- Remove, replace and install new lighting
- Remove, replace and install new toilet
- Remove, replace and install new tap ware

**Ensuite**

- Remove, replace and install new vanity and sink
- Remove, replace and install new cabinets
- Remove, replace and install new lighting
- Remove, replace and install new toilet
- Remove, replace and install new tap ware

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**Laundry**

- Remove, replace and install new sink
- Remove, replace and install new cabinets
- Remove, replace and install new lighting
- Install new power outlets
- Remove existing floor and install new floor tiles
- Remove existing tiling and install new wall tiles
- Installation of new waterproofing membrane
- Remove, replace and install new tap ware

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

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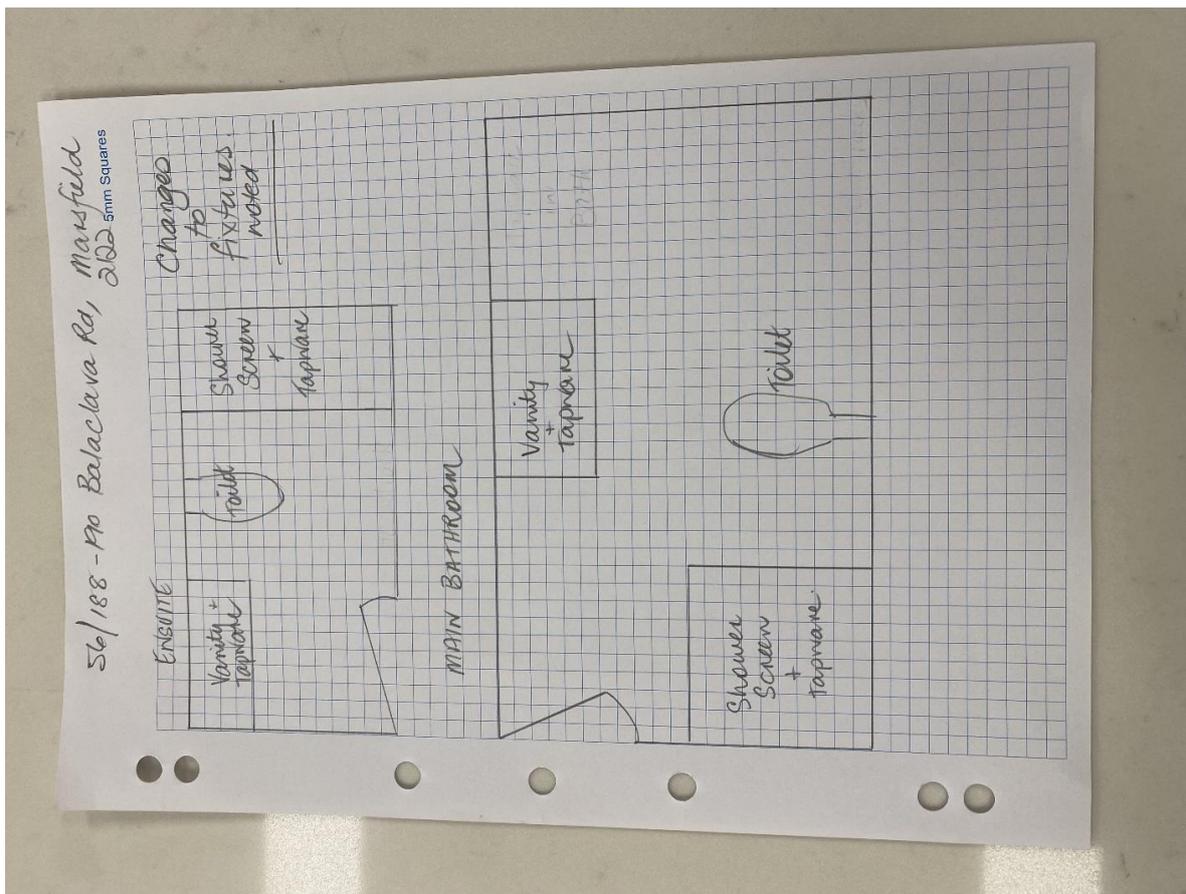
PLANS

**This plan is in PDF format and is attached to the email, file name: Kitchen-Diagram-Strata**

**Company that prepared the plans: Hunter Building Group**

**Plans prepared by: Cathy Ledger**

**Date of plans: 07/06/2023**



ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS  
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**Special By-law No. 9 - By-law for Lot 19 renovation** <sup>iii</sup>

**PART 1**

**PART 1.1**

**PREAMBLE**

**1.1.1** This by-law is made under the provisions of Division 1 of Part 6 and Division 3 of Part 7 of the *Strata Schemes Management Act 2015*.

**1.1.2** This by-law relates to Lot 19 in the Strata Scheme.

**1.1.3** The Owner of Lot 19 either intends to carry out or has carried out the Works referred to in this by-law.

**1.1.4** The intended effect and purpose of this by-law is to:

- (a)** permit the Owner to carry out and retain the Works in and upon the Lot and common property subject to the provisions set out in this by-law;
- (b)** confer a right of exclusive use and enjoyment, and special privileges in respect of the common property concerned or affected by the Works; and
- (c)** to provide for the proper maintenance and keeping in a state of good and serviceable repair of the common property concerned or affected by the Works.

**PART 1.2**

**GRANT OF RIGHTS**

**1.2** Notwithstanding anything contained in the by-laws applicable to the Strata Scheme, the Owner shall have a special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the exclusive use and enjoyment of those parts of the common property where the Works are installed, subject to the terms and conditions contained in Part 3 of this by-law.

**PART 1.3**

**THIS BY-LAW TO PREVAIL**

**1.3** If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

**PART 2**

**DEFINITIONS & INTERPRETATION**

**2.1 Definitions**

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** means any government, semi government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 188-190 Balaclava Road, Marsfield NSW 2122.
- (d) **Council** means the Council City of Ryde.
- (e) **Insurance** means:
  - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000; and
  - (ii) workers' compensation insurance; and
  - (iii) insurance required under the *Home Building Act 1989* (if any).
- (f) **Lot** means lot 19 in strata plan 43015.
- (g) **Owner** means the owner from time to time of the Lot (being the current owner and all successors).
- (h) **Owners Corporation** means the owners corporation constituted by the registration of strata plan 43015.
- (i) **Permitted Use** means the permitted use of and, as approved by the Owners Corporation, the construction, installation, use, maintenance, repair and replacement of the Works.
- (j) **Strata Scheme** means the strata scheme relating to Strata Plan 43015.
- (k) **Works** means the works to the Lot and common property to be carried out for and in connection with renovation of the Lot by:
  - (i) replacing carpet with hybrid flooring (acoustic underlay at least 5 stars according to MAC) including kitchen and laundry;
  - (ii) painting walls, ceiling and doors in all rooms;
  - (iii) replacing kitchen cabinets, rangehood, oven, stove-top, sink and tap (no change to plumbing/electrical configuration);
  - (iv) removing toilet 1 tiles, bathtub and add waterproofing works and replace with frameless shower. Replace back-to-wall toilet suite, vanity, tap and exhaust fan

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(no change to plumbing/electrical configuration);

- (v) removing ensuite toilet tiles, shower and add waterproofing works and replace with frameless shower. Replace back-to-wall toilet suite, vanity, tap and exhaust fan (no change to plumbing/electrical configuration);
- (vi) installing new rolling blind (white) in all rooms; and
- (vii) installing a Mitsubishi Electric MSZ-AP 3.5kW cool/3.7kW Heat Inverter Split Air conditioner with outdoor unit located on balcony,

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

## 2.2 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment; and
- (g) despite anything contained in this by-law, if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

## PART 3

### CONDITIONS

#### 3.1 Prior to commencement of the Works

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS  
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Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority;
- (b) effect and maintain the Insurance and provide a copy to the Owners Corporation when requested; and
- (c) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

### 3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the Works are installed unobtrusively in a location as approved by the Owners Corporation, in keeping with the appearance and amenity of the Building and covered with the same style downpipe and other coverings currently in use for the Building;
- (d) ensure the installation is carried out with a minimum of disruption to other lot owners, occupiers or adjoining property owners;
- (e) ensure that any electricity or other services required for the operation of the Works are installed so they are connected to the Lot's electricity supply;
- (f) carry out the installation during reasonable hours or at such other times reasonably approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

### 3.3 After installation of the Works

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS  
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After the installation of the Works is completed, the Owner must without unreasonable delay notify the Owners Corporation that the installation of the Works has been completed.

### **3.4 Enduring rights and obligations**

The Owner must:

- (a)** not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b)** not vary the Works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (c)** properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d)** properly maintain and upkeep those parts of the common property in contact with the Works;
- (e)** use reasonable endeavours to cause as little disruption as possible when using the Works;
- (f)** remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;
- (g)** comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (h)** ensure the Works do not cause water escape or water penetration to lot or common property (including the Lot); and
- (i)** indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

### **3.5 Ownership of Works**

The Works will always remain the property of the Owner.

### **3.6 Applicability**

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS  
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**CONSENT UNDER SECTION 143 & 108(5)(a)  
STRATA SCHEMES MANAGEMENT ACT 2015**

TO: The Registrar General  
NSW Land Registry Services  
Level 30, 175 Liverpool Street  
Sydney NSW 2000

Ms. WAI FUNG CHENG, CONSENT to the making of a by-law conferring rights for the installation of the works to be carried out by the Owner(s) of Lot 19 in our scheme and conferring on them the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on 15/10/2024 or any adjournment of that meeting.

Dated: 11/9/2024

  
Signature of Owner(s) of Lot 19  
cc: The Owners – Strata Plan No. 43015

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS  
CONDITIONS & PROVISIONS  
THE OWNERS – STRATA PLAN NO 43015



A handwritten signature in black ink, appearing to read "Elizabeth Avery".

Signature: .....  
Name: Elizabeth Avery  
Authority: Strata Managing Agent

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<sup>i</sup> Registered dealing #AS501785 passed by the Owners Corporation on 19.04.2022  
<sup>ii</sup> SBL 8 registered dealing #AT383296 passed by the Owners Corporation on 14.08.2023  
<sup>iii</sup> SBL 9 passed by the Owners Corporation on 15.10.2024

**Approved Form 23**

**Attestation**

The seal of The Owners – Strata Plan No 43015 was affixed on 16<sup>th</sup> October 2024 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act. 2015 (NSW)* to attest the affixing of the seal.



Signature: .....

Name: Elizabeth Avery

Authority: Strata Managing Agent



Executed at 1:11pm on 16.10.2024 by electronic signature affixed by me, Elizabeth Avery.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



**Icy Fan Conveyancing**  
**Suite 21/6-8 Holden St**  
**ASHFIELD NSW 2131**

<b>Issue Date:</b>	9 October 2025
<b>Certificate No:</b>	PLN2025/4468
<b>Your Ref:</b>	SL25-316

## **PLANNING CERTIFICATE SECTION 10.7**

NSW Environmental Planning and Assessment Act 1979 ('Act')

**Property Address:** 84/188-190 Balaclava Rd MARSFIELD NSW 2122  
**Legal Description:** Lot 84 SP 43015  
**Property Reference:** 535003  
**Land Reference:** 38385

### **INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021**

#### **1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

**a) LOCAL ENVIRONMENTAL PLANS**

Ryde Local Environment Plan 2014

**b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.**

NIL

**c) DEVELOPMENT CONTROL PLANS**

City of Ryde Development Control Plan 2014

**d) DRAFT DEVELOPMENT CONTROL PLANS that are or have been the subject of community consultation or public exhibition under the Act.**

NIL

**e) STATE ENVIRONMENTAL PLANNING POLICIES**

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

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Transport and Infrastructure) 2021  
State Environmental Planning Policy (Sustainable Buildings) 2022

**f) PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES that are or have been the subject of community consultation or public exhibition under the Act.**

NIL

*Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.*

<b>2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS</b>
---

**(a) ZONING AND ZONING TABLE UNDER RYDE LOCAL ENVIRONMENTAL PLAN 2014**

**Ryde Local Environmental Plan 2014 - 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 encourage revitalisation, redevelopment and housing choice in a residential area

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and Breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Environmental protection works; Group homes; Home-based child care; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Serviced apartments; Tank-based aquaculture.

**4 Prohibited**

Any development not specified in item 2 or 3

**(b) ZONING AND ZONING TABLE UNDER STATE ENVIRONMENTAL PLANNING POLICY**

NIL

**(c) ADDITIONAL PERMITTED USES APPLY TO THE LAND**

NIL

**(d) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE**

No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

**(e) AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016**

City of Ryde

No. The land does not include an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

**(f) CONSERVATION AREA (however described)**

No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

**(g) ITEMS OF ENVIRONMENTAL HERITAGE (however described)**

No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

<b>OTHER PRESCRIBED INFORMATION</b>
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### 3. CONTRIBUTIONS PLANS

**(1) The name of each contributions plan or draft contributions plan applying to the land under the Act, Division 7.1:**

- City of Ryde Section 7.11 Development Contributions Plan 2020.
- City of Ryde Fixed Rate Levy (Section 7.12) Development Contributions Plan 2020.

**(2) The name of the region and the Ministerial planning order in which the region is identified applying to the land, within the meaning of the Act, Division 7.1, Subdivision 4:**

The Greater Sydney Region under the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023.

**(3) The name of the area if the land is in a special contributions area to which a continued 7.23 determination applies:**

NIL

**(4) In this section-**

*continued 7.23 determination* means a 7.23 determination that has been continued in force by the Act, Schedule 4, Part 1, and has not been repealed as provided by that part.

**Note.** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

### 4. COMPLYING DEVELOPMENT

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

## **Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code**

The Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code **do not apply** to this Local Government Area.

## **Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code**

Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code **do apply** to this Local Government Area.

Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which complying development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 1** for detail on what codes **may** or **may not** allow complying development on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. Despite any statement preventing the carrying out of complying development in the Codes listed in Appendix 1, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## **5. EXEMPT DEVELOPMENT**

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

## **General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code**

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code **do apply** to this Local Government Area.

Clause 1.16(1)(b1)–(d) or 1.16A of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which exempt development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 2** for detail on what codes **may** or **may not** allow exempt development on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. Despite any statement preventing the carrying out of exempt development in the Codes listed in Appendix 2, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

(1) Whether Council is aware that-

(a) an affected building notice is in force in relation to the land, or

NO

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

NO

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section:

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.

## **7. LAND RESERVED FOR ACQUISITION**

**Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15**

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

## **8. ROAD WIDENING AND ROAD REALIGNMENT**

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

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

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

(b) any environmental planning instrument, or

(c) any resolution of Council.

## **9. FLOOD RELATED DEVELOPMENT CONTROLS**

(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls - **NO**

(2) Whether or not the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls - **NO**

(3) In this clause-

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

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

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

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

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

- (i) landslip - NO
- (ii) bush fire - NO
- (iii) tidal inundation - NO
- (iv) subsidence - NO
- (v) acid sulphate soil - NO
- (vi) contamination – NO
- (vii) aircraft noise – NO
- (viii) salinity – NO
- (ix) coastal hazards – NO
- (x) sea level rise – NO
- (xi) any other risk (other than flooding) - NO

**Note:** *The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.*

**Adopted policy** means a policy adopted by the council, or by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

## 11. BUSH FIRE PRONE LAND

Is any part of the land designated as bush fire prone land by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

NO

## 12. LOOSE-FILL ASBESTOS INSULATION

The land does NOT include 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.

## 13. MINE SUBSIDENCE

The land is not declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

## 14. PAPER SUBDIVISION INFORMATION

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

(2) The date of a subdivision order that applies to the land. NIL

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

**Note:** City of Ryde does not hold any paper subdivision within the meaning of this section.

### **15. PROPERTY VEGETATION PLANS**

The land is not subject to an approved property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (that Council has been notified of).

### **16. BIODIVERSITY STEWARDSHIP SITES**

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (that Council has been notified of).

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

### **17. BIODIVERSITY CERTIFIED LAND**

This land is not biodiversity certified land Under Part 8 of the *Biodiversity Conservation Act 2016*.

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

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

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

NO

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

Whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

NO

**Note.** Existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

### **20. WESTERN SYDNEY AEROTROPOLIS**

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

NO

## 21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

There are no conditions of development consent granted after 11 October 2007 in relation to the land that are of the kind set out in the State Environmental Planning Policy (Housing) 2021, Section 88(2), Chapter 3, Part 5.

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

(1) There is no current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, that Council is aware of, in relation to proposed development on the land.

(2) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Housing) 2021, section 21(1) or 40(1), Chapter 2, Part 2, Division 1 or 5.

(3) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Housing) 2009, clause 17(1) or 38(1).

**Note. Former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

**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) The land to which this certificate relates IS NOT significantly contaminated land.
- (b) The land to which this certificate relates IS NOT subject to a management order.
- (c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
- (d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
- (e) The land to which this certificate relates IS NOT subject of a site audit statement.

**Note.** (i) Pursuant to Section 10.7(5) of the *Environmental Planning and Assessment Act 1979*, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land.

(ii) s10.7(5) Certificates under the *Environmental Planning and Assessment Act 1979*, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

**Note:** The information in this certificate is current as of the date of the certificate.

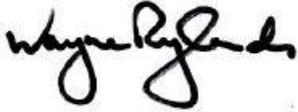
## 23. Water or sewerage services

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

NO

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

under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

A handwritten signature in black ink, appearing to read 'Wayne Rylands'. The signature is written in a cursive, flowing style with a prominent loop at the end.

Wayne Rylands  
Chief Executive Officer

## Appendix 1 – Complying Development

### Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code.

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4) and 1.18(1)(c3) complying development **may not** be carried out on land under the above codes:

<b>1.17A Requirements for complying development for all environmental planning instruments</b>	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i> ) (See 1.17A(1)(c))	NO
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
<b>1.18 General requirements for complying development under this Policy</b>	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO

### Housing Code, Low Rise Housing Diversity Code, and Industrial and Business Building Code

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 complying development **may not** be carried out on land under the above codes:

<b>1.17A Requirements for complying development for all environmental planning instruments</b>	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i> ) (See 1.17A(1)(c))	NO

<p>be carried out on land that:</p> <p>(i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located,</p> <p>(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</p> <p>(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</p> <p>(See 1.17A(1)(d))</p>	NO
<p>Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).</p>	NO
<p><b>1.18 General requirements for complying development under this Policy</b></p>	
<p>To be complying development for the purposes of this Policy, the development must:</p>	
<p>Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))</p>	NO
<p><b>1.19 Land on which complying development may not be carried out</b></p>	
<p>To be complying development specified for the Housing Code, Low Rise Housing Diversity Code, and Industrial and Business Building Code the development must not be carried out on:</p>	
<p>Land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool (See 1.19(1)(a)).</p> <p>However, any complying development under the Industrial and Business Building Code must not be carried out on land within a heritage conservation area or a draft heritage conservation area (See 1.19(5)(a)).</p>	NO
<p>Land that is reserved for a public purpose by an environmental planning instrument (See 1.19(1)(b) and 1.19(5)(b))</p>	NO
<p>Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2 (See 1.19(1)(c) and 1.19(5)(c))</p>	NO
<p>Land that is significantly contaminated land within the meaning of the <i>Contaminated Land Management Act 1997</i> (see 1.19(1)(c1) and 1.19(5)(d))</p>	NO
<p>Land identified by an environmental planning instrument as being:</p> <p>(i) within a buffer area, or</p> <p>(ii) within a river front area, or</p> <p>(iii) within an ecologically sensitive area, or</p> <p>(iv) environmentally sensitive land, or</p> <p>(v) within a protected area.</p> <p>(See 1.19(1)(e) and 1.19(5)(f))</p>	<p>Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property</p>

<p>Land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:</p> <ul style="list-style-type: none"> <li>(i) a coastline hazard, or</li> <li>(ii) a coastal hazard, or</li> <li>(iii) a coastal erosion hazard.</li> </ul> <p>(see 1.19(1)(f) and 1.19(5)(g))</p>	<p>Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property</p>
<p>Land in a foreshore area (see 1.19(1)(g) and 1.19(5)(h))</p>	<p>NO</p>
<p>(3A) Development specified in the Low Rise Housing Diversity Code is not complying development under that code if it is carried out on land on which there is a heritage item or a draft heritage item.</p>	<p>NO</p>
<p>(3B) Development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is –</p> <ul style="list-style-type: none"> <li>(a) for the purposes of dual occupancies, and</li> <li>(b) carried out on land in Zone R2 Low Density Residential, and</li> <li>(c) permitted with development consent under <i>State Environmental Planning Policy (Housing) 2021</i>, Chapter 3, Part 12 but not under another environmental planning instrument.</li> </ul>	<p>YES - For the purposes of dual occupancies (detached)</p> <p>NO - For the purposes of dual occupancies (attached)</p>

## Appendix 2 – Exempt Development

If any of the following statements are **YES** in response to the provisions of Clause 1.16(1)(b1)–(d), exempt development **may not** be carried out on land under the Policy.

<b>1.16 (1) (b1)-(d) General requirements for exempt development</b>	
To be exempt development for the purposes of this Policy, the development must not be carried out on land that is:	
a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i> or declared critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i> , and	NO
or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i> ), and	NO
or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> , or that is subject to an interim heritage order under that Act, and	NO
described or otherwise identified on a map specified in Schedule 4.	NO

**MYPROPERTY**  
EPPING  
EST. 2014

# Standard Form Agreement

# Standard form residential tenancy agreement

*Landlord copy*

## Schedule 1

### Important information

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

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

This agreement is made on

**16 January 2025** at **Marsfield, 2122**

between **Michaela Louise Hashim** and **Jie Wu**

## Landlord

**Jie Wu**  
superhappykid@gmail.com

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

## Tenants

**Michaela Louise Hashim**

## Landlord's Agent Details

**MyProperty Epping**  
111g Midson Road, Epping 2121  
p: +61 298 684 888, e: peter@mypropertyepping.com.au

## Tenant's Agent Details

**Not Applicable**

## Term of Agreement

The term of this agreement is -

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify) 52 weeks
- Periodic (No End Date)

Starting on **the 25th of January 2025** and ending on **the 23rd of January 2026**

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

## Residential premises

84/188 Balaclava Road, Marsfield NSW 2122

## The residential premises include:

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

Tandem Lock-up Garage

## Rent

The rent is **\$1660.00 per fortnight**, payable in advance starting on **the 25th of January 2025**

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

### The method(s) by which the rent must be paid:

a. by electronic funds transfer (EFT):

<b>BSB Number</b>	012081
<b>Account Number</b>	212522003
<b>Account name</b>	MyProperty Epping
<b>Bank name</b>	ANZ
<b>Payment reference</b>	2323971

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

## Rental Bond

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

**Already Held**

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

## Occupants

**No more than 3 person(s)**

No more than 3 person(s) may ordinarily live in the premises at any one time.

## Urgent repairs

Nominated tradespeople for urgent repairs:

### Plumber

Nick Ferizis, Tap on Time  
Plumbing Solutions  
p: 0432-989-479

### Electrician

Spyro Ferizis, Olympic  
Electrical  
p: 0422-473-610

### Handyman

Alex Nader, Younis Property  
p: 0420-944-994

### Locksmith

Steven Anjoul, Allsafe  
Locksmiths  
p: 0413-824-442

## Utilities

Is electricity supplied to the premises from an embedded network?

Yes  No

Is gas supplied to the premises from an embedded network?

Yes  No

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

## Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

Yes  No

## Smoke alarms

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

- Hardwired smoke alarm  
 Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

Yes  No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:**9v**

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

Yes  No

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

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

Yes  No

## Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes  No

If yes, see clauses 38 and 39.

## Giving notices and other documents electronically [optional]

*[Cross out if not applicable]*

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

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

### Landlord

Does the landlord give express consent to the electronic service of notices and documents?

Yes  No

If yes, see clauses 50.

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

Email: peter@mypropertyepping.com.au

### Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Yes  No

If yes, see clause 50.

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

### Condition report

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

### Tenancy laws

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

# The Agreement

## Right to occupy the premises

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

## Copy of agreement

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

## Rent

### 3 The tenant agrees:

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

### 4 The landlord agrees:

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

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

## Rent increases

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

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

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

### 7 The landlord and the tenant agree:

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

## Rent reductions

- 8 The landlord and the tenant agree** that the rent abates if the residential premises:

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

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

## Payment of council rates, land tax, water and other charges

### 10 The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

**11 The tenant agrees to pay:**

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
- 11.6.1 are separately metered, or
- 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

**Note.** *Separately metered* is defined in the Residential Tenancies Act 2010.

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

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

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

**Possession of the premises**

**14 The landlord agrees:**

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

## Tenant's right to quiet enjoyment

### 15 The landlord agrees:

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

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

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

## Landlord's general obligations for residential premises

### 19. The landlord agrees:

## Use of the premises by tenant

### 16 The tenant agrees:

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

### 17 The tenant agrees:

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

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

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

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

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

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

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

- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
- (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

### Urgent repairs

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

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

## Sale of the premises

### 21 The landlord agrees:

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

**22 The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

### 23 The landlord and the tenant agree:

- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

## Landlord's access to the premises

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

**25 The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

### Publishing photographs or visual recordings

- 28 The landlord agrees:** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

**Note.** See section 55A of Residential Tenancies Act 2010 for when a photograph or visual recording is published.

- 29 The tenant agrees:** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

### Fixtures, Alterations, additions or renovations to the premises

#### **30 The tenant agrees:**

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

- 31 The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

### Locks and security devices

#### **32 The landlord agrees:**

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

#### **33 The tenant agrees:**

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

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

### Transfer of tenancy or sub-letting by tenant

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

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-

letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

### Change in details of landlord or landlord's agent

#### **37 The landlord agrees:**

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

### Copy of certain by-laws to be provided

*[Cross out if not applicable]*

**38 The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.

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

### Mitigation of loss

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

### Rental bond

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

**41 The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

### Smoke alarms

#### 42 The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

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

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

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

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

#### 43 The tenant agrees

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

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

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

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

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

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

#### Swimming pools

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

Initialed by Michaela  
Louise Hashim  
the 17th of January  
2025



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

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

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

- 46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

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

## Loose-fill asbestos insulation

### 47 The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

## Combustible cladding

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

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## Significant health or safety risks

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

## Electronic service of notices and other documents

### 50 The landlord and the tenant agree:

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

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## Break fee for fixed term of not more than 3 years

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

- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

## Additional Terms

Initialed by Michaela  
Louise Hashim  
the 17th of January  
2025



[Additional terms may be included in this agreement if:

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

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

### Additional term – pets

*[Cross out this clause if not applicable]*

Initialed by Michaela  
Louise Hashim  
the 17th of January  
2025



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

**54 The tenant agrees:**

- ~~to supervise and keep the animal within the premises, and~~
- ~~to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~
- ~~to ensure that the animal is registered and micro-chipped if required under law, and~~
- ~~to comply with any council requirements.~~

**55 The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

**56** The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

### Additional term - Rent increases during the fixed term

**57** If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows

57.1 on \_\_\_\_/\_\_\_\_/\_\_\_\_, rent is to be increased to \$\_\_\_\_ per \_\_\_\_.

**58** If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

#### [For a Fixed Term of less than 2 years]

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

#### [For a Fixed Term of 2 years or more]

**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.

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 specifies the increased rent or the method of calculating the increase.

### Additional term - No set off

**59** Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

### Additional term - Smoking

**60 The tenant must** not smoke or allow others to smoke in the premises.

**61** If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

**62** If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

### Additional term - Tenancy Databases

- 63** The landlord may list the tenant's personal information in a residential tenancy database if:
- 63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
  - 63.2 the tenant breached this agreement;
  - 63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
  - 63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

#### Additional term - Condition Report

- 64** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:
- 64.1 it forms part of this agreement; and
  - 64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.
- 65** If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:
- 65.1 form part of this agreement; and
  - 65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

#### Additional term - Previous Condition Report

Initialled by Michaela  
Louise Hashim  
the 17th of January  
2025



- 66** **the parties agree** that the condition report dated **16 January 2021** and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

#### Additional term - Health Issues

- 67** **The tenant must**
- 67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
  - 67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
  - 67.3 ensure that the premises are free of any pests and vermin; and
  - 67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

#### Additional term - Telecommunication Facilities

- 68** The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

#### Additional term - Repairs

- 69** **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 70** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

#### Additional term - Procedure on Termination

- 71** Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 72** If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
  - 72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.
- 73** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.
- 74** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
- 74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
  - 74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

#### Additional term - Dishonoured Payments

- 75** If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

#### Additional term - Gardens

- 76** The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having

regard to the condition report) during the tenancy period, fair wear and tear excluded.

### Additional term - care of swimming pool

~~77 If there is a swimming pool located on the premises, the tenant must:-~~

- ~~77.1 keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~
- ~~77.2 regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~
- ~~77.3 regularly clean the pool filters and empty out the leaf baskets;~~
- ~~77.4 maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~
- ~~77.5 maintain the water level above the filter inlet at all times;~~
- ~~77.6 promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~
- ~~77.7 ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~
- ~~77.8 not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~
- ~~77.9 take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

### Additional term - electronic signatures

- 78** Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 79** Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

### Additional term - Asbestos

- 80** The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

### Additional term - Consent to publish photographs of residential premises

- 81** The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 82** The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

### Additional term - Garage

- 83** The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

### Additional term - Storage

- 84** The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

### Additional term - Privacy

- 85** The *Privacy Act 1988* (Cth) (the Act) allows certain information referred to in this agreement to be collected, used and disclosed. The information collected, used and disclosed is in relation to any tenant named in this agreement. You acknowledge and agree that this Privacy Policy does not form part of the agreement and will only apply to the extent that the landlord and/or their managing agent, collects, uses and discloses personal information as required by, and to comply with, the Act. Any personal information collected about you may be disclosed by the landlord and/or their managing agent, to: other third parties as required by any applicable law; prospective and actual purchasers; service providers; tradespeople; financial institutions; tenancy databases; valuers; Courts and Tribunals; and any other provider of services to either the landlord, their managing agent or you. You have the right to request access to any personal information held by the landlord and/or its managing agent, unless the landlord and/or its managing agent is permitted by law to withhold that information. By signing this agreement, you acknowledge having reading and understood this Privacy Policy and authorise the landlord and/or its agent to collect, use and obtain, in accordance with the Act, your personal information for the purposes specified herein.

## Special Conditions and Terms

Signed by Michaela  
Louise Hashim  
the 17th of January  
2025



### Condition Report

The tenant/s acknowledges that should the duplicate Residential Premises Condition Report not be returned to our office within the required (7) days of occupying the premises, the original condition report held by agent, shall be the basis for assessment of the property condition when vacating the property and ending the tenancy agreement

### Routine Inspections

The tenant/s acknowledges that the landlord/agent will be exercising their rights to physically inspect the property on a regular basis in accordance with the Residential Tenancies Act. The agent has the right to use their office set of keys for access to the property. The tenant/s understand and agree that the Landlord may also accompany the Agent to the inspection. Please note that the landlord may also attend the inspection and it would be greatly appreciated if the property can be presented clean & tidy. Photos will be taken by our agency for each individual room and provided to the landlord as part of our report.

### Picture Hooks

The tenant must obtain written approval from the Landlord/Agent before installing any/or additional hooks to any walls/ceilings.

### Tenants Contents Insurance

The tenant/s understand that their belongings are not covered by the owner's insurance policy. It is the tenant's responsibility to ensure that they have the appropriate contents insurance for their goods/property.

### Pets

The tenant/s is under no circumstances able to keep any pet of any description on the premises without written consent from the Landlord/Agent.

### Inform Agent of Mould

The tenant/s agrees to sufficiently air all rooms in the premises at all times to avoid the growth of any mould or mildew. Should there be any mould or mildew growth that is out of the tenant's responsibilities, the tenant must contact the agent ASAP in writing outlining the situation.

### Smoke Alarms

The tenant/s understand that they are responsible to notify the agent if the smoke alarm batteries need replacing or if the smoke alarm is not working at all. The tenant/s must email this to the landlord/agent immediately so it can be actioned.

## Notes

### 1. Definitions

In this agreement:

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

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

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

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

**regulations** means the Property and Stock Agents Regulation 2022 (NSW).

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

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

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

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

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

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

### 3. Ending a fixed term agreement

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

### 4. Ending a periodic agreement

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

### 5. Other grounds for ending agreement

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

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

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

### 6. Warning

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

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

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

**SIGNED BY THE LANDLORD**

*Landlord's agent*  
Muzna Zohaib  
the 20th of January 2025



**LANDLORD INFORMATION STATEMENT**

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

*Landlord's agent*  
Muzna Zohaib  
the 20th of January 2025



**SIGNED BY THE TENANT**

*Tenant #1*  
Michaela Louise Hashim  
the 17th of January 2025



## TENANT INFORMATION STATEMENT

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

*Tenant #1*

Michaela Louise Hashim

the 17th of January 2025



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).

## Confirmations

### Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to MyProperty Epping. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Michaela Louise Hashim