

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>MyProperty Epping</b> 111G Midson Road, Epping, NSW 2121	Phone: (02) 9868 4888
co-agent		
vendor	<b>Gary Robert Montgomery</b> 5/293 Alison Road, Coogee, NSW 2034	
vendor's solicitor	<b>Platinum Lawyers (NSW) Pty Ltd</b> International Tower One Level 35, 100 Barangaroo Avenue, Sydney NSW 2000 PO Box Q1679, Sydney NSW 1230	Phone: (02) 8084 2764 Email: vicky@platinumlawyers.com.au Fax: (02) 8079 6843 Ref: VD:25306
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> 502/364 Canterbury Road, Canterbury 2034  <b>Strata Plan: Lot 83 Strata Plan SP 97029</b>  <b>Folio Identifier: 83/SP97029</b>	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage cage <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked page 4 <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

## SIGNING PAGE

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

**Choices**

- 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 exemption, in the space below):

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input 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 checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the 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 checked="" type="checkbox"/> 60 Any other document or dealing disclosed in this contract for sale.
<p><b>Swimming Pools Act 1992</b></p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Jamesons Strata Management  
 PO Box 2001, SPIT JUNCTION NSW 2088      Phone: 8969 3300  
 info@jamesons.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

502/364 CANTERBURY RD CANTERBURY NSW 2193

## **SPECIAL CONDITIONS ANNEXED TO THE CONTRACT FOR SALE OF LAND**

### **33. Definitions and interpretation**

#### **33.1 Definitions**

In this contract:

**Contract** includes all parts and volumes of, schedules and exhibits to, this contract.

**Default Rate** means 10% per annum.

**Discharge** means a registrable discharge, or surrender or withdrawal, of an encumbrance.

**Encumbrance** includes a mortgage, lease or caveat.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**Printed Conditions** means the conditions of sale contained in the Standard Form.

**Property** means the land and any improvements, buildings, fixtures, fittings, appurtenances in, on or under the land, owned by the vendor and as described in the terms set out on the front page of the Contract.

**Special Conditions** means these special conditions.

**Standard Form** means the NSW standard form of contract for sale of land - 2022 edition as amended by the Special Conditions.

#### **33.2 Interpretation**

In this Contract, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of this Contract;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency; and
- (d) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or any part of it.

### **34. Inconsistency between Printed Conditions and Special Conditions**

If there is any inconsistency between the Standard Form and Special Conditions, the Special Conditions prevail.

### **35. Service by email**

- (a) In addition to the Printed Conditions, a notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Contract may also be sent by email.
- (b) For the purpose of this clause the email address of a party is the email address set out in the contract or notified from time to time by the addressee to the sender.

### 36. When a fax or email is served

A fax or email is regarded as served by or on a party:

- (a) when recorded on the sender's transmission result report unless:
  - (1) within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form; or
  - (2) the transmission result report indicates non-transmission or a faulty or incomplete transmission;

where no solicitor acts for the party, if it is sent using the fax number or email address for the party stated in this Contract (if any) or any other fax number or email address which the party may have notified to the sender; and

- (b) on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.

### 37. Variation of Standard Form

The Printed Conditions are amended as follows:

- (a) insert the following new Printed Condition 2.10:

"2.10 if the vendor accepts a bond or guarantee for the deposit:

- 2.10.1 the delivery of the bond or guarantee on or before the date of this Contract to the deposit holder will, to the extent of the amount guaranteed under the bond or guarantee, be deemed to be payment of the deposit in accordance with this Contract;
- 2.10.2 on completion of this Contract, the purchaser will pay to the vendor, in addition to all other moneys payable under this Contract, the amount stipulated in the bond or guarantee, by way of unendorsed bank cheque;
- 2.10.3 if the vendor serves on the purchaser a notice of termination under Printed Condition 9, the purchaser will immediately pay the deposit (or so much of it as has not been paid) to the deposit holder; and
- 2.10.4 the vendor acknowledges that a payment by the guarantor under the bond or guarantee will, to the extent of the amount paid, satisfy the purchaser's obligations to pay the deposit under Printed Condition 2.10.3.";

- (b) Printed Condition 5 is deleted;
- (c) Printed Condition 6.2 is deleted;
- (d) Printed Condition 7.1.1 is deleted;
- (e) Printed condition 7.2.1 is hereby amended by replacing "10%" with "5%";
- (f) Printed Conditions 8.1.1 and 8.1.2 are deleted and the following new Printed Conditions substituted:

"8.1.1 the vendor is 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”;

- (g) Printed Condition 9.1 is replaced with:
  - (1) keep or recover the deposit plus such further sum which when added to the deposit amounts to 10% of the price (Additional Amount);
  - (2) the purchaser agrees the sum of the deposit and the Additional Amount represents a genuine pre-estimate of the vendor's losses, damages, costs and expenses in respect of the purchaser's failure to comply with this Contract.”;
- (h) Printed Condition 14.4.2 is deleted;
- (i) Printed Condition 16.8 is deleted;
- (j) Printed Conditions 23.5.2, 23.6, 23.9 and 23.17 are deleted;
- (k) Printed condition 23.6 is deleted and replaced with “The purchaser is liable for all special levies, special contributions or not a regular periodic contribution, even if it is deemed to be payable in instalments or determined before or after the contract date” and
- (l) Printed Condition 24.3.3, 25 and 26 are deleted.

### **38. Exclusion of warranties**

- (a) The purchaser will accept the Property and any inclusions in its present state of repair or condition, and will accept any latent or patent defects affecting the Property, the location of any service on the Property, or any infestation or dilapidation of the Property.
- (b) Unless stated otherwise in this Contract, the purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the vendor or on its behalf in respect of any matter relating to the Property or any matter which has or may have an effect on the Property.
- (c) The purchaser agrees that the Vendor is not required to clean the property or remove existing rubbish, material, debris or other items from the property prior to completion.

### **39. Inclusions**

- (a) The Vendor does not make any representation or warranty about the state of repair or condition of these inclusions and the Purchaser accepts them in their position, state of repair and condition at the date of this contract.
- (b) The Vendor is not responsible for loss of, or damage to (other than loss or damage due to the act or default of the Vendor), fair wear and tear to, the inclusions which occurs after the date of the contract.
- (c) The Vendor need not give formal delivery of the inclusions but must leave them at the property on completion and the Purchaser may not make a claim, objection or requisition, delay completion or rescind or terminate because of a the quality of the inclusions.

### **40. Services**

- (a) Except where expressly required by this Contract, the vendor is not required to establish any easement, right or privilege in respect of any service specified in Printed Condition 10.1.2.

- (b) The purchaser is not entitled to make any requisition, objection or claim for compensation, rescind, terminate or delay completion if an updated drainage diagram or sewer reference sheet showing connections of the building is not available on the date of this Contract or on completion.

## **41. Survey Report**

If a survey report is attached to this contract:

- (a) The purchaser acknowledges that there is no obligation or requisition shall be raised nor claim for compensation made in respect of any encroachment (including fences) forming part of the property which encroach onto the land adjoin the property; and
- (b) The Vendor will not be required to show any compliance with the provisions of the Local Government Act or any Regulations, Ordinances, instruments or schemes thereunder.

## **42. Building Certificate**

- (a) The Purchaser acknowledges that the Vendor does not have a Building Certificate in relation to the property and the Purchaser acknowledges that it will not make any requisition, objection or claim for compensation in relation to any matter arising from the absence of a Building Certificate.
- (b) The Purchaser is not entitled to require the Vendor to:
  - (1) Apply for or do anything to obtain a building certificate; or
  - (2) Comply with the local council's requirements for the issue of a building certificate.
- (c) The provisions of this clause shall not merge on completion.

## **43. Particulars of Title**

A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser as at the date of this Contract.

## **44. Completion**

### **44.1 Caveats and/or Mortgages on title**

- (a) 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 whether disclosed or not disclosed by the title or the contract as at the date hereof, together with an allowance for the appropriate registration fee and the purchaser shall not require registration thereof prior to settlement.
- (b) The vendor will also be entitled to serve a notice to complete on the purchaser despite the existence of a charge or an Encumbrance on the Property at the time the notice is served or at any time after.

#### **44.2 Purchaser delay**

- (a) If the purchaser does not complete this Contract on or before the completion date, then on completion the purchaser must pay the vendor (by bank cheque at completion) interest calculated at the Default Rate on the balance of the price payable under this Contract in respect of the period commencing on the day after the completion date and ending on completion. It is agreed that this interest calculation represents a genuine pre-estimate of the vendor's losses and damages if completion is delayed otherwise than by vendor default.
- (b) Despite paragraph (a), the purchaser need not pay interest under this clause 44.2 in respect of any period during which the purchaser's failure to complete is caused by the inability of the vendor to complete or, if the vendor is able to complete but fails to do so, by the vendor's failure to complete.
- (c) The purchaser is in default and cannot require the vendor to complete this Contract unless the interest payable under this Contract is paid to the vendor on completion.

#### **44.3 Notice to complete**

- (a) If completion does not occur on or before the completion date, at any time thereafter either party (not then being in default under this Contract) may serve on the other a notice (Notice to Complete) requiring completion of this Contract on a specified date being not less than 14 days (Notice Period) after the date of service of the Notice to Complete. Should the vendor issue a notice to complete, then the purchaser agrees to pay as an adjustment on settlement the sum of \$350.00 (inclusive of GST) representing agreed expenses incurred by the Vendor's solicitors for the drafting, engrossing and serving of a notice to complete upon the purchaser.
- (b) The parties agree that:
  - 1. the Notice Period is sufficient;
  - 2. time will be essential for compliance with the Notice to Complete; and
  - 3. a party receiving the Notice to Complete cannot allege the Notice to Complete is invalid unless, when making the allegations, it provides full details of the grounds on which it bases its allegations.
- (c) A party may, at any time, withdraw its Notice to Complete without prejudice to the right to give a further notice.

#### **45. Fences and Boundaries**

The purchaser cannot make any objection, requisition or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall should not be on or within the boundary.

#### **46. Location of completion**

The purchaser acknowledges and agrees that if settlement is required to take place or time at any settlement venue in the Sydney CBD other than the place and time nominated by the Vendor then a fee of \$77.00 will be payable to the Vendor together with any additional fee required by the Vendor's mortgage. This is an essential term of the contract.

#### **47. Fees incurred if Purchaser Delays Settlement**

In the event settlement does not take place at the scheduled time, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$180.00 (inc GST) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

## **48. Service of Transfer**

The Purchaser hereby agrees that they will allow the amount of \$77.00 (inc GST) on settlement, if the Transfer is not served to the Vendor's Licensed Conveyancer 7 days prior to the Completion Date to cover the cost of courier/mailling costs or legal costs for the Vendor's Licensed Conveyancer preparing their own Transfer.

## **49. Death, Insolvency etc**

Notwithstanding any rule of law or equity to the contrary, if prior to completion, either party (if a party is more than one person then any one or more of the persons comprising that party) should die or become mentally ill as defined in the Mental Health Act or a company has a Provisional Liquidator or a receiver or receiver and a manager appointed or enter into a Scheme of Arrangement, then the other party may rescind this Agreement by notice in writing served on that party's Solicitor/Conveyancer named in this Contract and thereupon this Contract shall be at an end and the provisions of Clause 19 shall apply.

## **50. Party Not a Natural Person**

50.1 Without any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if:

- (a) One party ("defaulting party") before completion resolves to enter into liquidation or provisional liquidation; and
- (b) A summons is presented for the winding-up of the defaulting party; and
- (c) The defaulting party enters into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Law; or
- (d) Any liquidator, provisional liquidator, receiver, controller or administrator is appointed in respect of the defaulting party or in respect of any asset of the defaulting party; then
- (e) The other party, by notice in writing to the defaulting party's solicitor, may rescind this Contract and the provisions of Clause 19 shall apply.

50.2 Each of the persons in whose presence the Common Seal of the Purchaser purports to have been affixed, warrants that the Company has been incorporated and if the Company is not so incorporated, the persons in whose presence the Common Seal purports to have been so affixed, will be personally liable under this Contract, both jointly and severally, as if they had been named in this Contract as Purchasers.

## **51. Personal Guarantee**

Where the Purchaser is a company the form of guarantee annexed hereto shall be executed by all of the Directors of the Purchaser.

## **52. Agent**

The Purchaser warrants to the Vendor that it has not been introduced to the property by any other real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in this Contract) and the Purchaser shall indemnify the Vendor, to the intent that this indemnity shall not merge on completion of this contract.

## **53. Early Release of Deposit**

Notwithstanding any other term or condition to the contrary contained herein it is mutually agreed that the Vendors agent is authorised to release to the Vendor the deposit paid hereunder on exchange of contracts PROVIDED THAT such monies so released shall only be used by the Vendor to assist in the purchase of real property or for the payment of stamp duty in respect of such property and shall only be paid into the trust account of a licensed real estate or solicitor or to the Office of State Revenue and shall not be further released without the consent of the purchaser until completion.

## **54. The Deposit- If less than 10%**

If the vendor agrees to accept a deposit that is less than 10%, then the following condition applies:

Notwithstanding the provisions of clause 2, the deposit shall be paid as follows:

- (1) the sum \$ \_\_\_\_\_ shall be paid to the deposit holder on the date of this contract; and
- (2) the balance of \$ \_\_\_\_\_ shall be payable to the vendor on the date of completion of this contract and in this respect time is of the essence.

## **55. Payment of Deposit**

In the event:

- (a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential;
- (b) The purchase, with the prior consent of the Vendor, has paid a deposit of less than ten per centum (10%) of the purchase price; and
- (c) The Vendor terminates this contract:

Then the Vendor shall be entitled to immediately recover from the purchaser an amount equal to ten per centum (10%) of the purchaser price less any deposit paid, as liquidated damages and it is agreed that this is a right and shall be in addition to and shall not be limited to any remedies available to the Vendor herein contained or implied notwithstanding any rule or equity to the contrary. This special condition shall not merge on completion of this contract.

## **56. Additional and Incorrect Calculations**

The parties agree that if, on completion, any apportionment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable. This clause does not merge on completion.

## **57. Solar Panels**

The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold then the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor make no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purpose for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels

## **58. Form of requisitions**

The purchaser agrees that it is only entitled to serve requisitions on title in the form enclosed in this Contract. The purchaser agrees that notwithstanding any other provision of this Contract, the vendor is not obliged to reply to any requisitions on title, other than the requisitions enclosed in this contract.

## **59. Warranty Foreign Investment Review Board (FIRB)**

The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the Purchaser or to his purchase. In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby. This condition shall not merge on completion.

## **60. Finance**

60.1 The Purchaser acknowledges that the Vendor has entered into this Contract on the Purchaser's warranty that:

- a) the Purchaser does not require credit in order to pay for the property; or
- b) if the Purchaser requires credit in order to pay for the property, the Purchaser has obtained approval for such credit on reasonable terms prior to the date of the Contract.

60.2 The Purchaser shall not have any right to terminate this Contract by virtue of any nonavailability of credit as at the settlement date.

## **61. Compensation**

Notwithstanding anything to the contrary herein contained, the Vendor and the Purchaser hereby expressly agree that any claim by the Purchaser for compensation whether under Clause 7 or otherwise shall be deemed to be a requisition for the purpose of Clause 8 of this Contract.

## 62. Exchange of Contracts Via Email

- 62.1 The parties agree that exchange of the counterparts of this Contract may take place by exchange of:
- a) a photocopied counterpart of this Contract signed by the Vendor (**Vendor's Photocopy Contract**); and
  - b) a photocopied counterpart of this Contract signed by the Purchaser (**Purchaser's Photocopy Contract**).
- 62.2 The parties agree that a legally binding Contract will come into existence on the terms of this Contract on the date of exchange of the Vendor's Photocopy Contract and the Purchaser's Photocopy Contract (**Exchange Date**).
- 62.3 The parties agree that the Vendor's Photocopy Contract and the Purchaser's Photocopy Contract can be exchanged via any means, including without limitation by:
- a) with the Purchaser's Photocopy Contract being swapped for the Vendor's Photocopy Contract;
  - b) the Purchaser's solicitor emailing the Vendor's solicitor the Purchaser's Photocopy Contract and the Vendor's solicitor emailing the Purchaser's solicitor the Vendor's Photocopy Contract; or
  - c) the Purchaser's solicitor faxing the Vendor's solicitor the Purchaser's Photocopy Contract and the Vendor's solicitor faxing the Purchaser's solicitor the Vendor's Photocopy Contract.
- 62.4 Within 21 days after the Exchange Date (and for good form only), the Vendor will deliver to the Purchaser the original counterpart of this Contract signed by the Vendor (**Vendor's Original Contract**) dated the Exchange Date. A failure by the Vendor to provide the Vendor's Original Contract will not affect the legally binding nature of the Contract on and from the Exchange Date.
- 62.5 Within 14 days after the Exchange Date (and for good form only), the Purchaser will deliver to the Vendor the original counterpart of this Contract signed by the Purchaser (**Purchaser's Original Contract**) dated the Exchange Date. A failure by the Purchaser to provide the Purchaser's Original Contract will not affect the legally binding nature of the Contract on and from the Exchange Date.
- 62.6 Neither party will not raise any requisition, objection, claim for compensation or delay settlement, terminate or rescind this Contract in relation to exchange of the Vendor's Photocopy Contract and the Purchaser's Photocopy Contract in accordance with this clause 62.

## 63. Entire contract

This Contract constitutes the entire agreement between the parties in respect of its subject matter. In particular, the parties acknowledge that no oral statement communicated between the parties and/or their agents and representatives or written material provided on behalf of a party, by its agent or representative (Communication) has been interpreted as in any way qualifying the terms of this Contract, and that no Communication in future will be interpreted as qualifying the terms of this Contract unless confirmed as a variation.

**DIRECTORS GUARANTEE**

**VENDOR:**

**PURCHASER:**

**PROPERTY:**

We/I \_\_\_\_\_  
name of Director(s)  
(hereinafter referred to as "the Guarantors") being Director(s) of

\_\_\_\_\_ ACN \_\_\_\_\_  
Name of company

incorporated in the State of \_\_\_\_\_ (hereinafter called "the Purchasing Company") in consideration of the Vendor at our request agreeing to sell the property described in this Contract to the Purchasing Company **DO HEREBY GUARANTEE** to the Vendor the due and punctual performance by the Purchasing Company of **ALL THE TERMS AND CONDITIONS** of within Contract and do **FURTHER** covenant and agree that **WE/I WILL INDEMNIFY** and keep indemnified the Vendor against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure if the Purchasing Company to perform its obligation under the within Contract for Sale in its entirety.

SIGNED by \_\_\_\_\_ )  
In the presence of: \_\_\_\_\_ )

.....  
Signature of Sole Director/Director  
Print name:

.....  
Signature of Witness  
Print name:

SIGNED by \_\_\_\_\_ )  
In the presence of: \_\_\_\_\_ )

.....  
Signature of Director  
Print name:

.....  
Signature of Witness  
Print name:

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           **Unit**  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (ii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

**Applications, Orders etc**

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

**Owners Corporation management**

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

- (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

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

**Requisitions and transfer**

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 83/SP97029

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SEARCH DATE	TIME	EDITION NO	DATE
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28/10/2025	10:05 PM	3	24/11/2022

LAND

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LOT 83 IN STRATA PLAN 97029  
AT CANTERBURY  
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

-----

GARY ROBERT MONTGOMERY (T AN285688)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97029
- 2 AS661655 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP97029

SEARCH DATE	TIME	EDITION NO	DATE
28/10/2025	10:05 PM	5	8/2/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97029  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CANTERBURY  
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN  
PARISH OF ST GEORGE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP97029

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 97029  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/ - SARRAF STRATA  
PO BOX 520  
HURSTVILLE  
NSW 1481

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1236527 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5  
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED  
IN THE TITLE DIAGRAM
- 3 DP1236527 RIGHT OF CARRIAGEWAY 1.6 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AN186990 POSITIVE COVENANT
- 5 AR867114 CONSOLIDATION OF REGISTERED BY-LAWS
- 6 AR867114 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 97029

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	100	2	80	3	80	4	80
5	80	6	80	7	80	8	100
9	110	10	110	11	100	12	90
13	90	14	110	15	110	16	90
17	90	18	100	19	110	20	100
21	100	22	100	23	100	24	90
25	80	26	90	27	80	28	80
29	90	30	100	31	110	32	110

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 97029

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
33	- 100	34	- 90	35	- 90	36	- 120
37	- 120	38	- 90	39	- 90	40	- 100
41	- 120	42	- 90	43	- 90	44	- 100
45	- 100	46	- 90	47	- 90	48	- 90
49	- 90	50	- 90	51	- 90	52	- 100
53	- 110	54	- 110	55	- 100	56	- 90
57	- 90	58	- 120	59	- 120	60	- 90
61	- 90	62	- 100	63	- 100	64	- 90
65	- 90	66	- 100	67	- 100	68	- 100
69	- 100	70	- 100	71	- 100	72	- 80
73	- 80	74	- 120	75	- 110	76	- 110
77	- 110	78	- 110	79	- 110	80	- 90
81	- 90	82	- 100	83	- 110	84	- 110
85	- 110	86	- 100	87	- 90	88	- 90
89	- 110	90	- 110	91	- 120	92	- 130
93	- 110	94	- 140	95	- 120	96	- SP97362
97	- SP97362	98	- SP97362	99	- SP97362		

STRATA PLAN 97362

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
100	- 290	101	- 40	102	- 130	103	- 120

NOTATIONS

UNREGISTERED DEALINGS: NIL

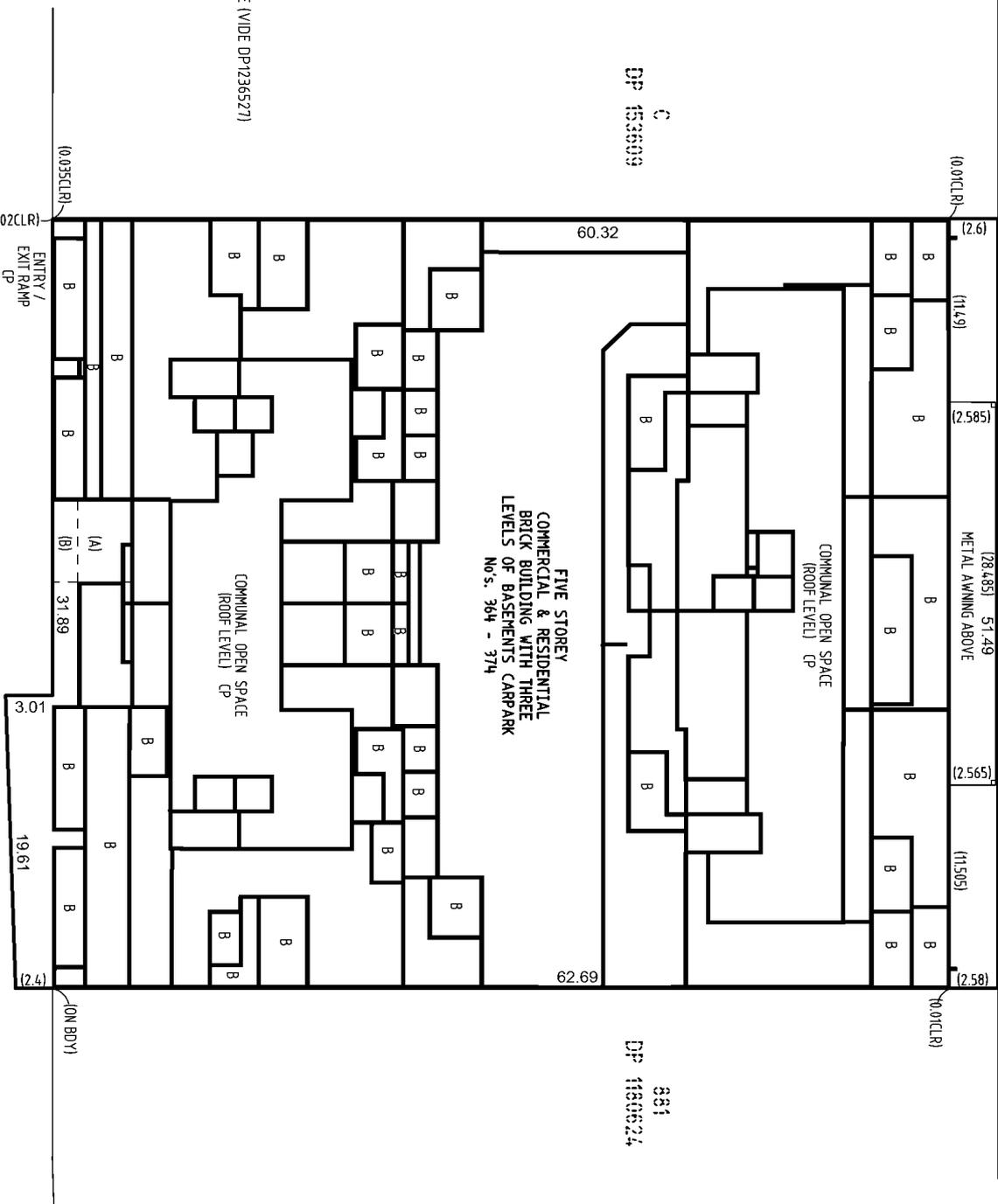
\*\*\* END OF SEARCH \*\*\*



CANTERBURY

ROAD

LOCATION PLAN



(A) DENOTES EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5 WIDE (VIDE DP1236527)  
 (B) DENOTES RIGHT OF CARRIAGEWAY 1.6 WIDE (VIDE DP1236527)

LEGEND:

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- CLR DENOTES CLEAR FROM BOUNDARY
- 90° CLR DENOTES 90° ANGLE

URVEYOR  
 Name: MONY C. SENG  
 Date: 20/11/2017  
 Reference: ECP1124.SP.01

PLAN OF SUBDIVISION OF LOT100 IN DP1236527

ONSLOW

STREET

ONSLOW

LANE

L.G.A: CANTERBURY-BANKSTOWN  
 Locality: CANTERBURY  
 Reduction Ratio 1: 300  
 Lengths are in metres

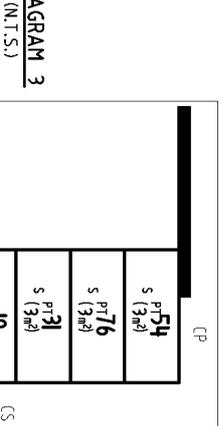
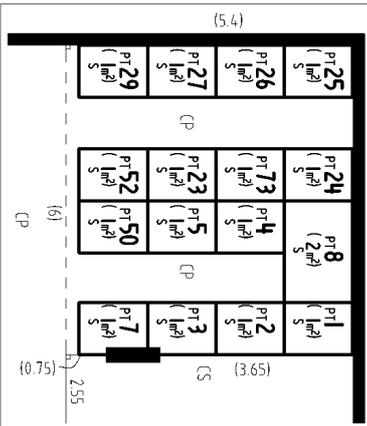
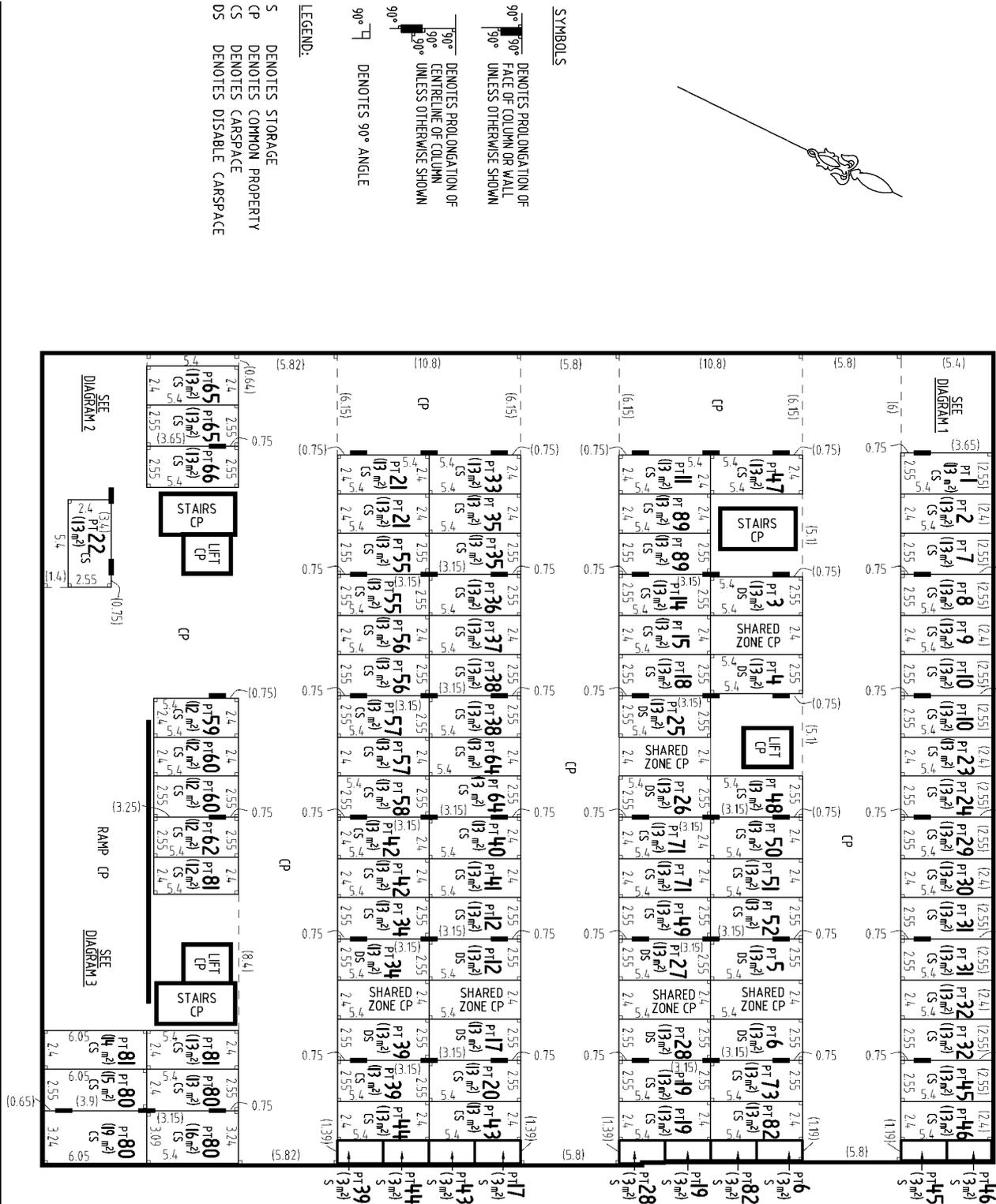
Registered



6.2.2018

SP97029 (E)

**BASEMENT 03 FLOOR PLAN**



**SYMBOLS**

- DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
- DENOTES PROLONGATION OF CENTRELINE OF COLUMN UNLESS OTHERWISE SHOWN
- DENOTES 90° ANGLE

**LEGEND:**

- S DENOTES STORAGE
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- DS DENOTES DISABLE CARSPACE

URVEYOR  
Name: MONY C. SENG  
Date: 20/11/2017  
Reference: ECP1124.SP.01

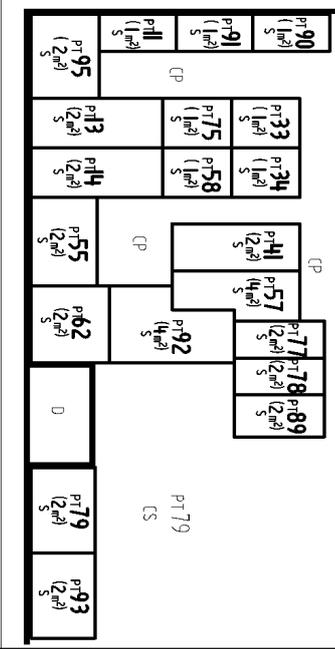
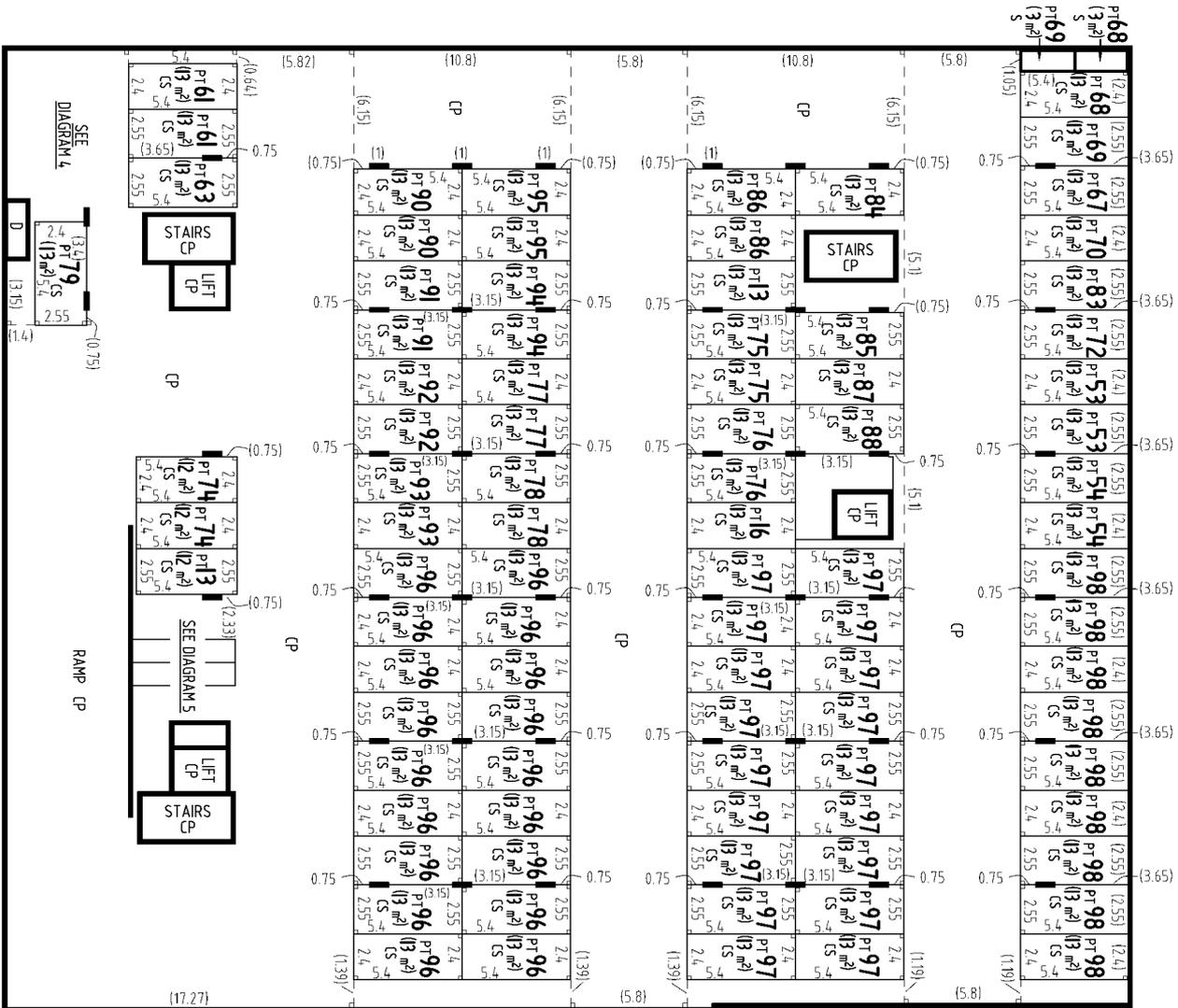
PLAN OF SUBDIVISION OF LOT100 IN DP1236527

L.G.A. CANTERBURY-BANKSTOWN  
Locality: CANTERBURY  
Reduction Ratio 1: 250  
Lengths are in metres

Registered  
6.2.2018

**SP97029**

**BASEMENT 02 FLOOR PLAN**



**SYMBOLS**

- 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
- 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN UNLESS OTHERWISE SHOWN
- 90° DENOTES 90° ANGLE

**LEGEND:**

- D DENOTES DUCTING (CP)
- S DENOTES STORAGE
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE

**PLAN OF SUBDIVISION OF LOT 100 IN DP1236527**

URVEYOR  
 Name: MONY C. SENEG  
 Date: 20/11/2017  
 Reference: ECP1124.SP.01

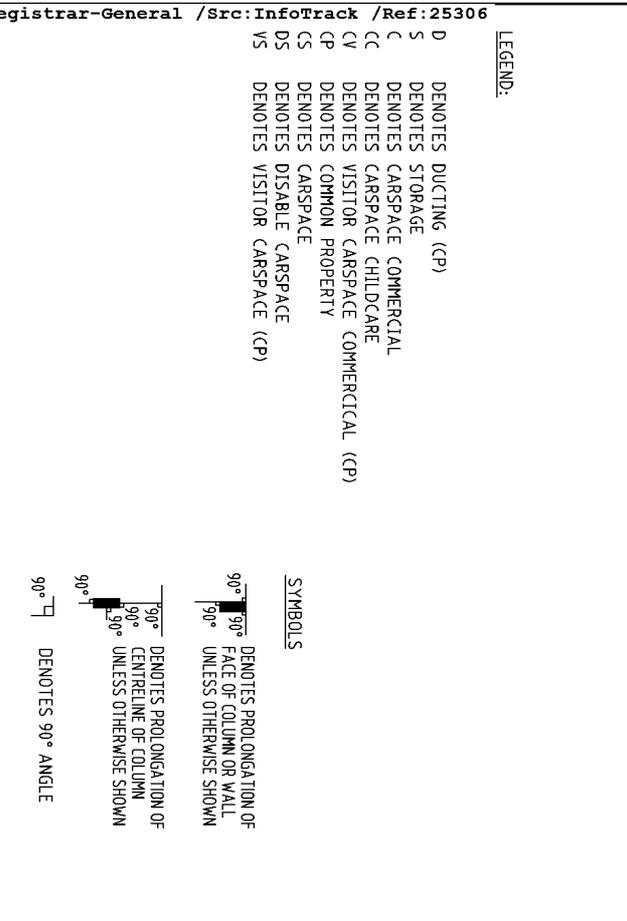
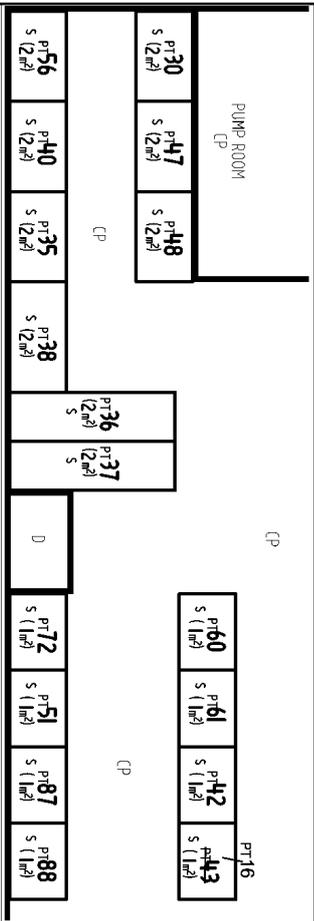
L.G.A. CANTERBURY-BANKSTOWN  
 Locality: CANTERBURY  
 Reduction Ratio 1: 250  
 Lengths are in metres



**SP97029**

BASEMENT 01 FLOOR PLAN

DIAGRAM 6 (N.T.S.)



LEGEND:

- D DENOTES DUCTING (CP)
- S DENOTES STORAGE
- C DENOTES CARSPACE COMMERCIAL
- CC DENOTES CARSPACE CHILDCARE
- CV DENOTES VISITOR CARSPACE COMMERCIAL (CP)
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- DS DENOTES DISABLED CARSPACE
- VS DENOTES VISITOR CARSPACE (CP)

SYMBOLS

- DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
- DENOTES PROLONGATION OF CENTRELINE OF COLUMN UNLESS OTHERWISE SHOWN
- DENOTES 90° ANGLE

URVEYOR  
 Name: MONY C. SENEG  
 Date: 20/11/2017  
 Reference: ECP1124.SP.01

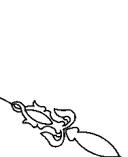
PLAN OF SUBDIVISION OF LOT100 IN DP1236527

L.G.A. CANTERBURY-BANKSTOWN  
 Locality: CANTERBURY  
 Reduction Ratio 1: 250  
 Lengths are in metres

Registered  
  
 6.2.2018

SP97029

**GROUND FLOOR PLAN**



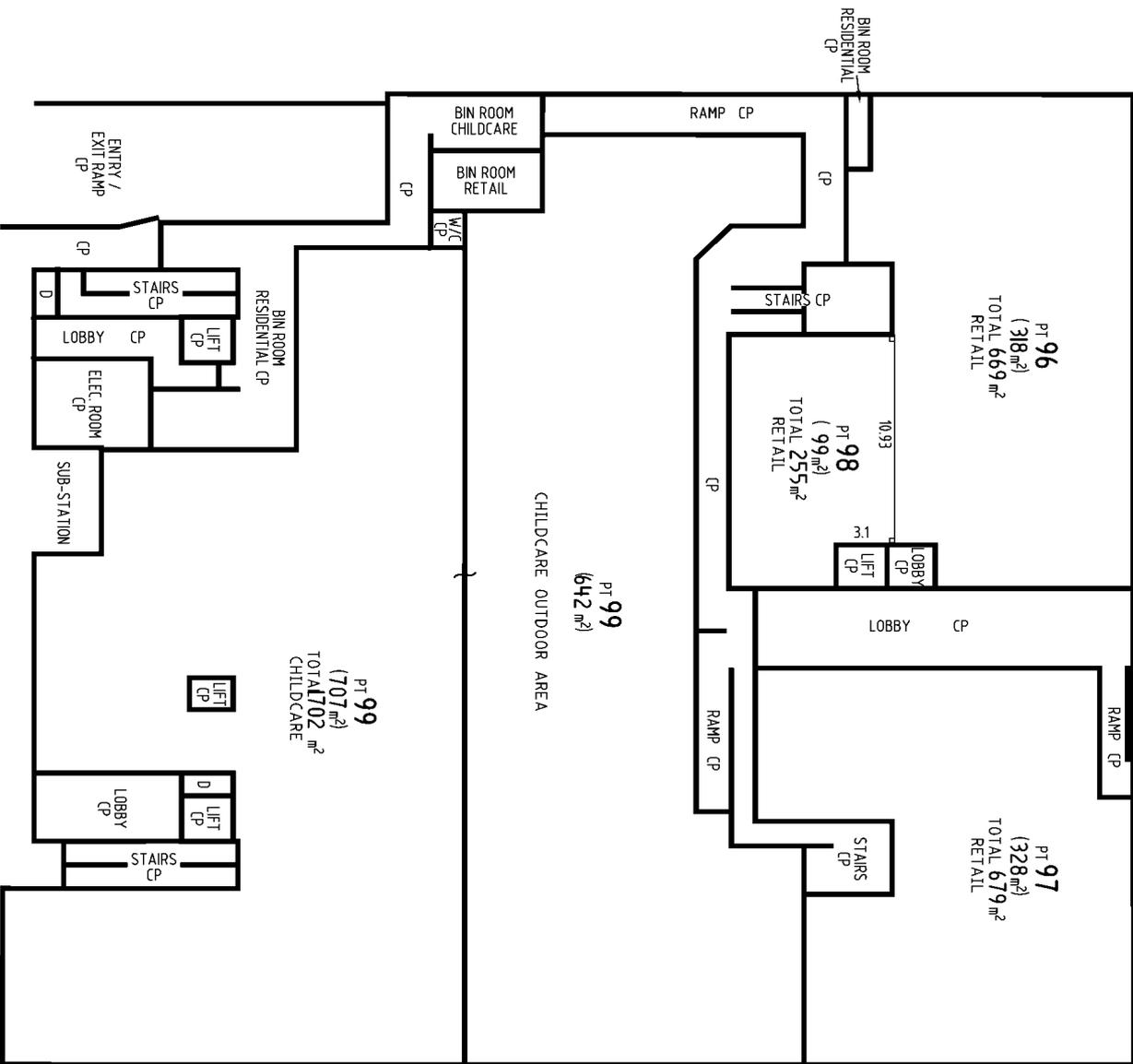
**SYMBOLS**

- 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
- 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN UNLESS OTHERWISE SHOWN
- 90° DENOTES 90° ANGLE

**LEGEND:**

- D DENOTES DUCTING (CP)
- CP DENOTES COMMON PROPERTY
- W/C DENOTES WATER CLOSET

ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.



URVEYOR  
Name: MONY C. SENG  
Date: 20/11/2017  
Reference: ECP1124.SP.01

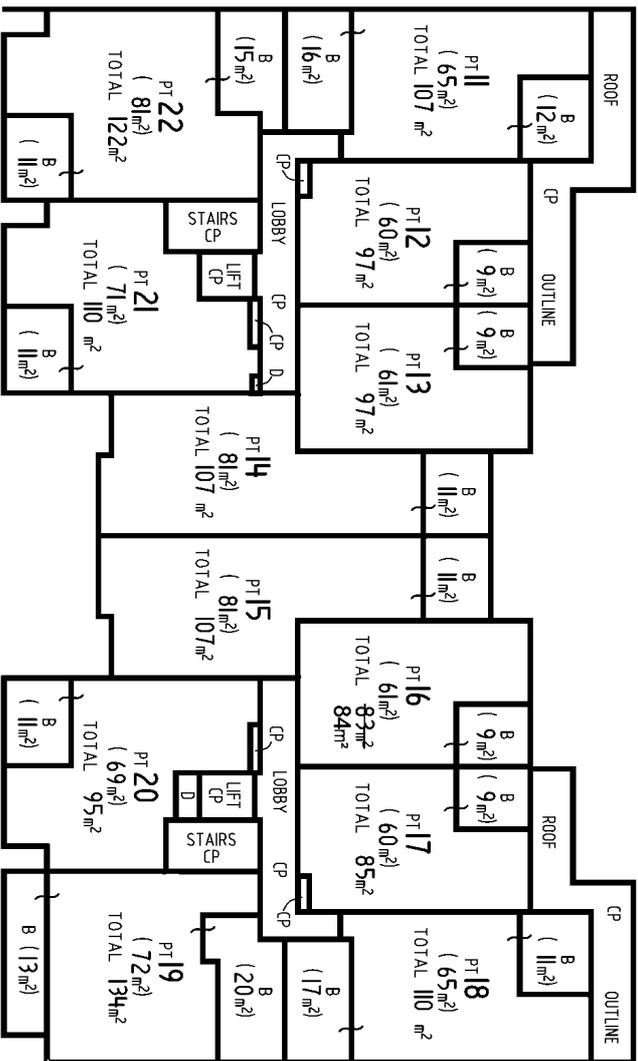
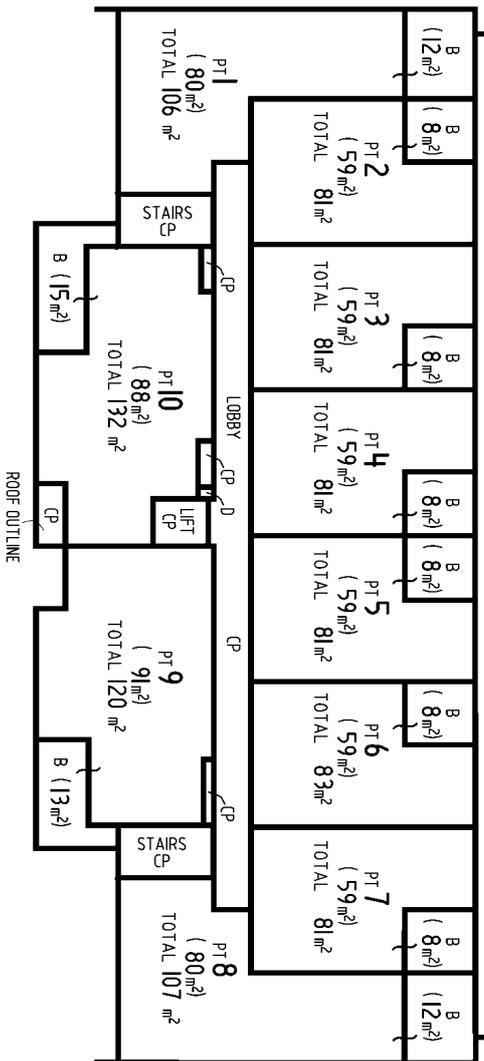
PLAN OF SUBDIVISION OF LOT100 IN DP1236527

L.G.A: CANTERBURY-BANKSTOWN  
Locality: CANTERBURY  
Reduction Ratio 1: 250  
Lengths are in metres

Registered  
6.2.2018

**SP97029**

**FIRST FLOOR PLAN**



**LEGEND:**

- B DENOTES BALCONY
- D DENOTES DUCTING (CP)
- CP DENOTES COMMON PROPERTY

ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF BALCONY IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE OF EXCEPT WHERE COVERED WITHIN THE LIMIT.

URVEYOR  
 Name: MONY C. SENG  
 Date: 20/11/2017  
 Reference: ECP1124.SP.01

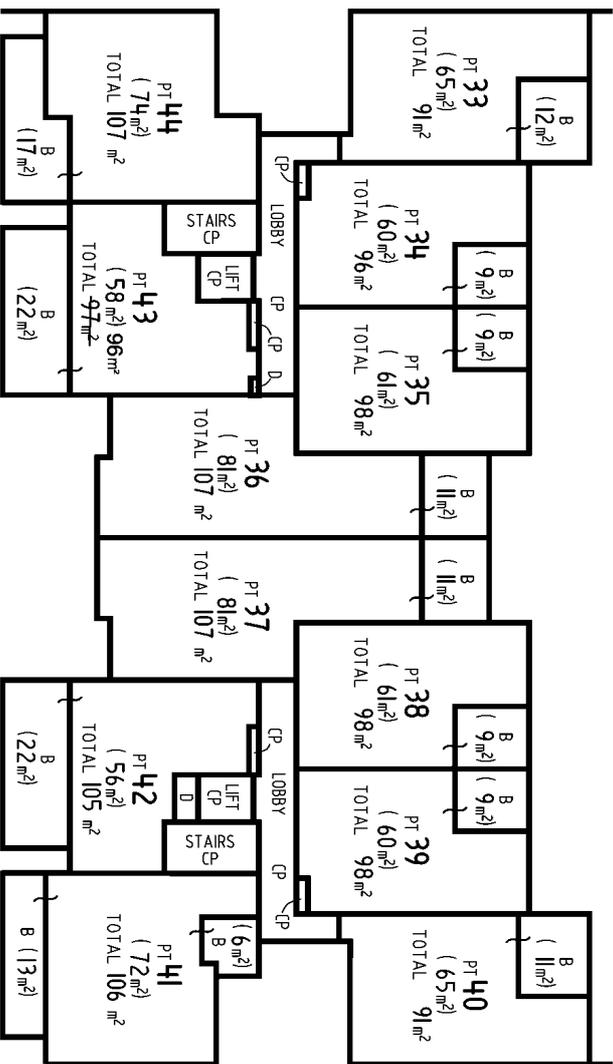
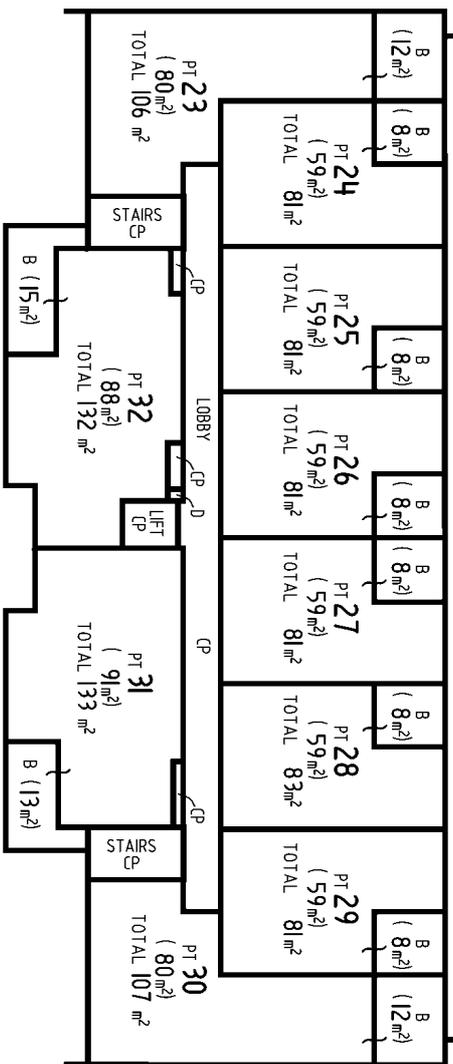
PLAN OF SUBDIVISION OF LOT100 IN DP1236527

L.G.A. CANTERBURY-BANKSTOWN  
 Locality: CANTERBURY  
 Reduction Ratio 1: 250  
 Lengths are in metres

Registered  
 6.2.2018

**SP97029**

**SECOND FLOOR PLAN**



**LEGEND:**

- B DENOTES BALCONY
- D DENOTES DUCTING (CP)
- CP DENOTES COMMON PROPERTY

ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.  
 THE STRATUM OF BALCONY IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE OF EXCEPT WHERE COVERED WITHIN THE LIMIT.

URVEYOR  
 Name: MONY C. SENG  
 Date: 20/11/2017  
 Reference: ECP1124.SP.01

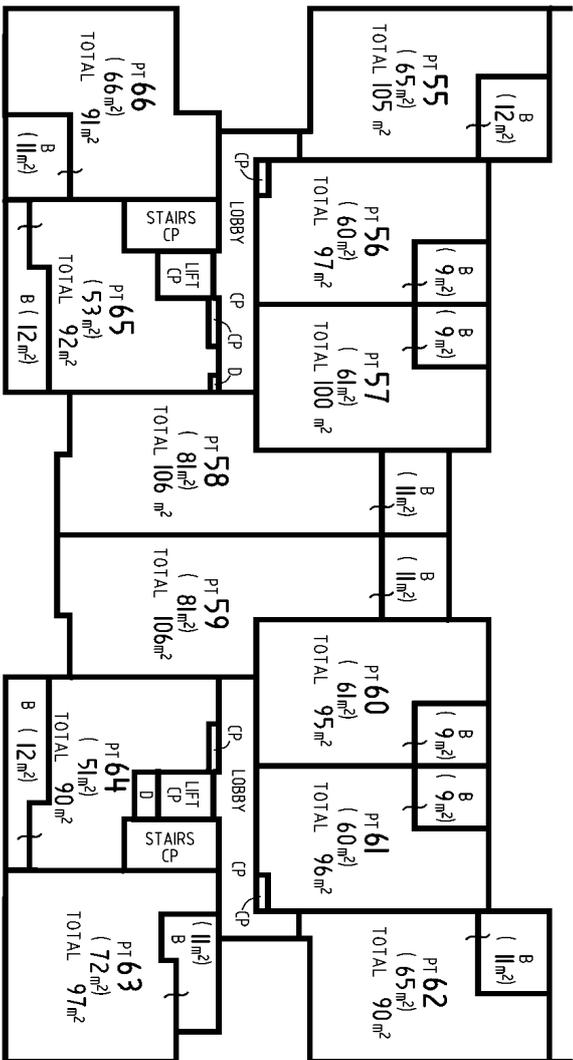
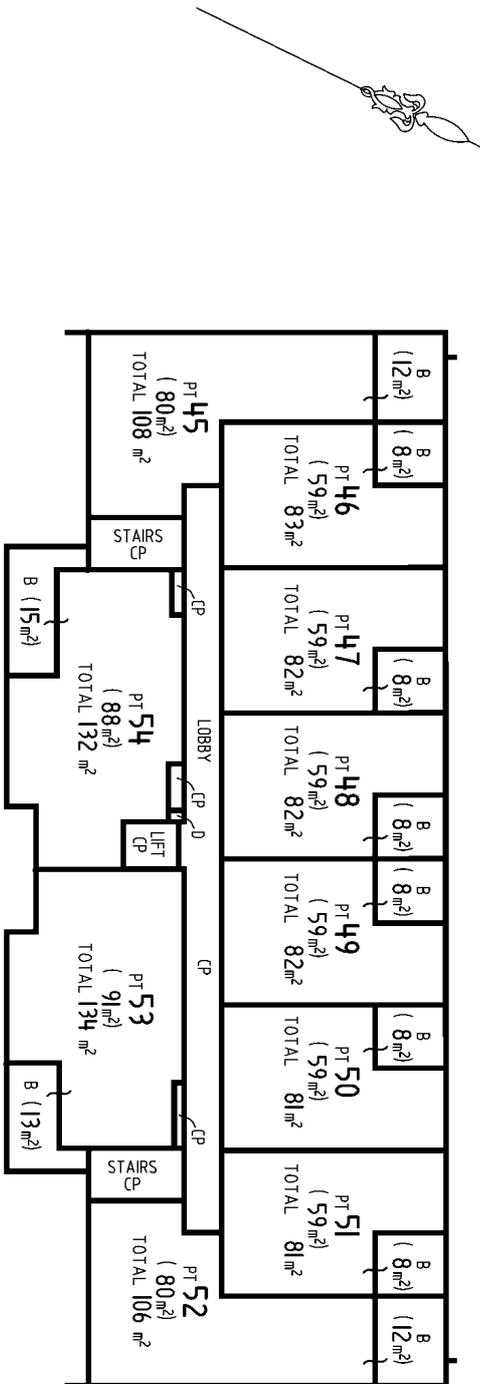
PLAN OF SUBDIVISION OF LOT100 IN DP1236527

L.G.A. CANTERBURY-BANKSTOWN  
 Locality: CANTERBURY  
 Reduction Ratio 1: 250  
 Lengths are in metres

Registered  
 6.2.2018

**SP97029**

**THIRD FLOOR PLAN**



**LEGEND:**

- B DENOTES BALCONY
- D DENOTES DUCTING (CP)
- CP DENOTES COMMON PROPERTY

ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF BALCONY IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE OF EXCEPT WHERE COVERED WITHIN THE LIMIT.

URVEYOR  
Name: MONY C. SENG  
Date: 20/11/2017  
Reference: ECP1124.SP.01

PLAN OF SUBDIVISION OF LOT100 IN DP1236527

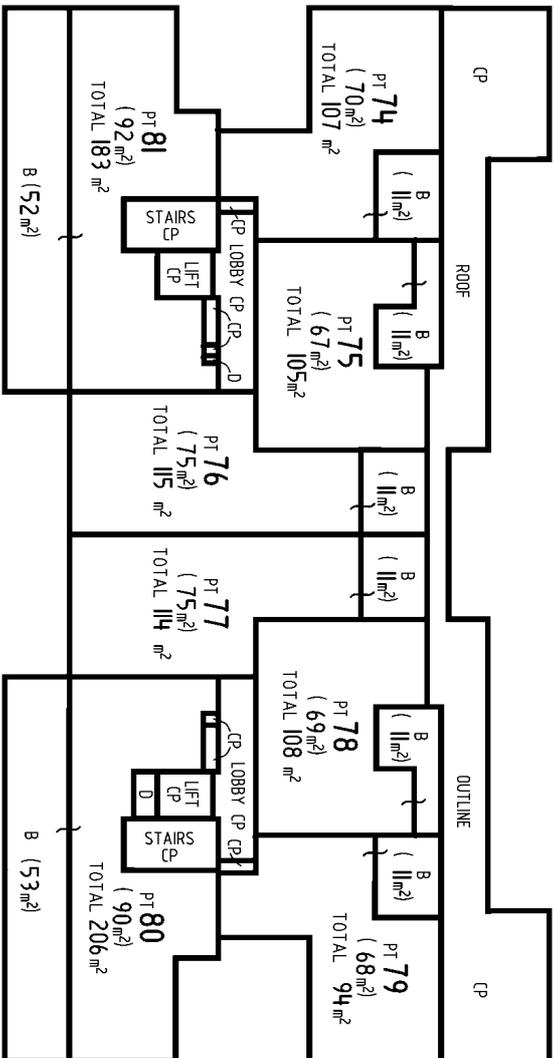
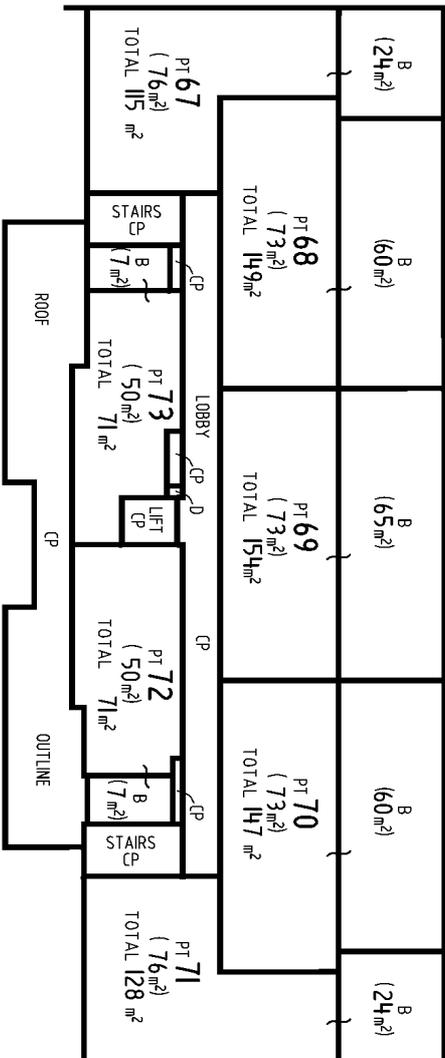
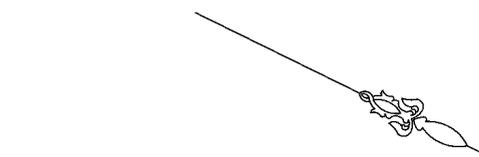
L.G.A. CANTERBURY-BANKSTOWN  
Locality: CANTERBURY  
Reduction Ratio 1: 250  
Lengths are in metres

Registered



**SP97029**

**FOURTH FLOOR PLAN**



- LEGEND:**
- B DENOTES BALCONY
  - D DENOTES DUCTING (CP)
  - CP DENOTES COMMON PROPERTY

ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF BALCONY IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE OF EXCEPT WHERE COVERED WITHIN THE LIMIT.

URVEYOR  
 Name: MONY C. SENEG  
 Date: 20/11/2017  
 Reference: ECP1124.SP.01

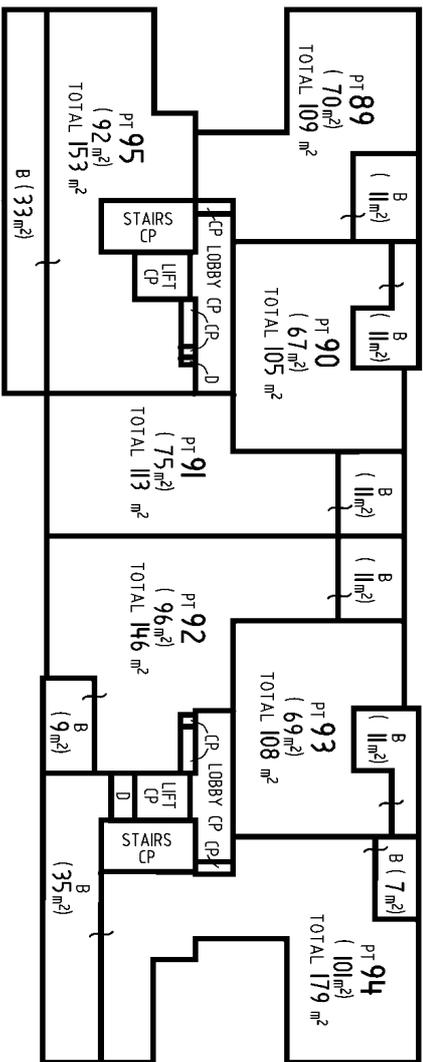
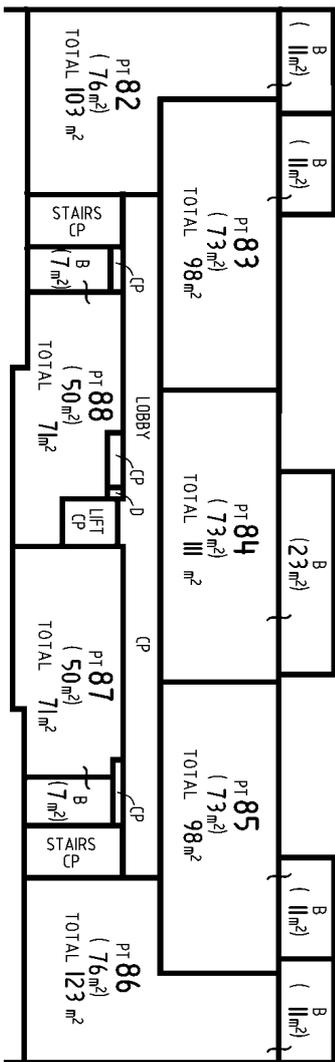
PLAN OF SUBDIVISION OF LOT100 IN DP1236522

L.G.A: CANTERBURY-BANKSTOWN  
 Locality: CANTERBURY  
 Reduction Ratio 1: 250  
 Lengths are in metres

Registered  
 6.2.2018

**SP97029**

**FIFTH FLOOR PLAN**



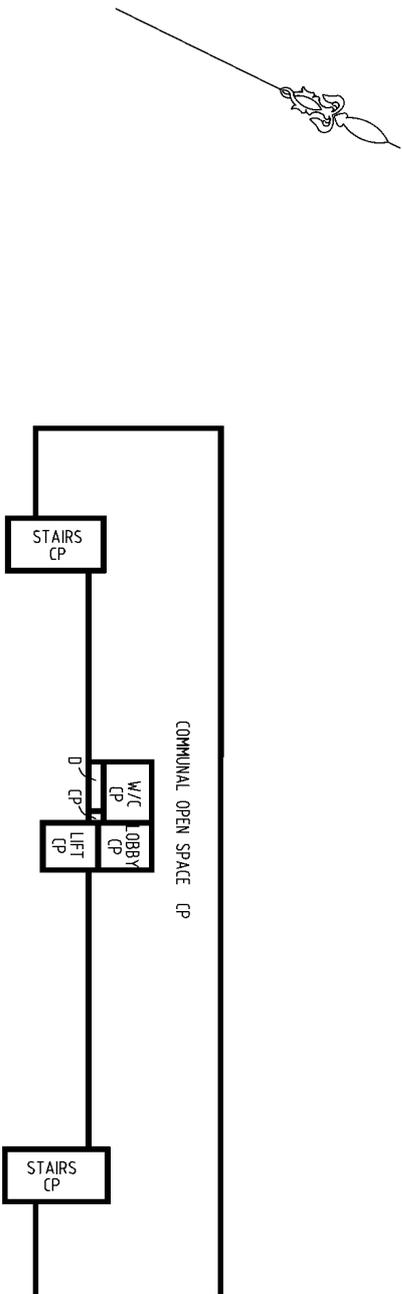
**LEGEND:**

- B DENOTES BALCONY
- D DENOTES DUCTING (CP)
- CP DENOTES COMMON PROPERTY

ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.  
 THE STRATUM OF BALCONY IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE OF EXCEPT WHERE COVERED WITHIN THE LIMIT.

URVEYOR Name: MONY C. SENG Date: 20/11/2017 Reference: ECP1124.SP.01	<b>PLAN OF SUBDIVISION OF LOT100 IN DP1236527</b>	L.G.A: CANTERBURY-BANKSTOWN Locality: CANTERBURY Reduction Ratio 1: 250 Lengths are in metres
Registered 6.2.2018	SP97029	

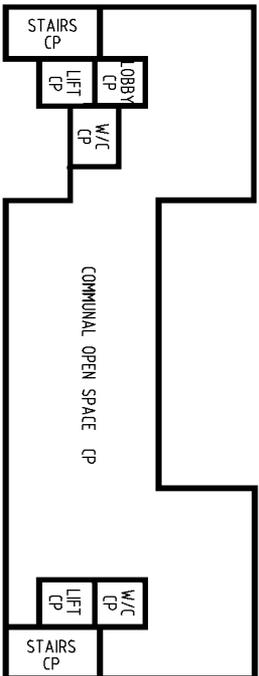
# ROOF FLOOR PLAN



**LEGEND:**

- D DENOTES DUCTING (CP)
- CP DENOTES COMMON PROPERTY
- W/C DENOTE WATER CLOSET

ALL SERVICES INCLUDING DUCTING  
WHETHER ABOVE OR BELOW GROUND ARE  
COMMON PROPERTY.  
FOR CLARITY NOT ALL COMMON PROPERTY  
STRUCTURES ARE SHOWN.



PLAN OF SUBDIVISION OF LOT100 IN DP1236527

L.G.A: CANTERBURY-BANKSTOWN

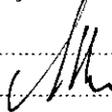
Registered

SP97029

URVEYOR  
Name: MONY C. SENG  
Date: 20/11/2017  
Reference: ECP1124.SP.01

Locality: CANTERBURY  
Reduction Ratio 1: 250  
Lengths are in metres



SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Office Use Only  Registered:  6.2.2018	Office Use Only  <h1 style="margin: 0;">SP97029</h1>	
<b>PLAN OF SUBDIVISION OF:</b> LOT 100 IN DP1236527	LGA: CANTERBURY-BANKSTOWN Locality: CANTERBURY Parish: ST GEORGE County: CUMBERLAND	
This is a <del>*FREEHOLD/*LEASEHOLD</del> Strata Scheme		
Address for Service of Documents  364-374 Canterbury Road, Canterbury NSW 2193  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:                  Keeping of animals: Option *A/*B                  Smoke penetration: Option *A/*B                  (see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I.....MONY C. SENG..... of .....EAST COAST POSITIONING..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: <del>*(a) a public place</del> *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....  Signature:  Date: 20/11/2017 Surveyor ID:.....8192..... Surveyor's Reference: .....ECP1124.SP.01.....  ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> I..... <u>ANTHONY ALLEN</u> .....being an Accredited Certifier, accreditation number <u>BFB00004</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> .  <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.  *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with <del>section 63 Strata Schemes Development Act 2015.</del>  Certificate Reference: <u>398/2017</u> Relevant Planning Approval No.: <u>CDC 2017/195</u> issued by: <u>ANTHONY ALLEN (BFB00004)</u>  Signature:  Date: 12/1/18 ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

SP FORM 3.07	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 4 sheet(s)
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Office Use Only Registered:  <b>6.2.2018</b>	Office Use Only <h1 style="margin: 0;">SP97029</h1>
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**VALUER'S CERTIFICATE**

I, Peter Doncas..... being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 19/1/18

**SCHEDULE OF UNIT ENTITLEMENT**  
*(If space is insufficient use additional annexure sheet)*

LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.
1	100	16	90	31	110
2	80	17	90	32	110
3	80	18	100	33	100
4	80	19	110	34	90
5	80	20	100	35	90
6	80	21	100	36	120
7	80	22	100	37	120
8	100	23	100	38	90
9	110	24	90	39	90
10	110	25	80	40	100
11	100	26	90	41	120
12	90	27	80	42	90
13	90	28	80	43	90
14	110	29	90	44	100
15	110	30	100	45	100

SP FORM 3.07

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  6.2.2018

**SP97029**

LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.
46	90	64	90	82	100
47	90	65	90	83	110
48	90	66	100	84	110
49	90	67	100	85	110
50	90	68	100	86	100
51	90	69	100	87	90
52	100	70	100	88	90
53	110	71	100	89	110
54	110	72	80	90	110
55	100	73	80	91	120
56	90	74	120	92	130
57	90	75	110	93	110
58	120	76	110	94	140
59	120	77	110	95	120
60	90	78	110	96	120
61	90	79	110	97	130
62	100	80	90	98	40
63	100	81	90	99	290

**TOTAL**

**10000**

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Office Use Only	Office Use Only	Office Use Only
Registered:  6.2.2018	SP97029	

REGISTERED PROPRIETOR:

PORTERS LANE PTY LIMITED  
(ACN: 155 209 760) in accordance  
with Section 127 of the Corporations Act 2001

  
SAMI MOHSSEN ALLAM  
DIRECTOR

  
DAVID KERT  
DIRECTOR/SECRETARY

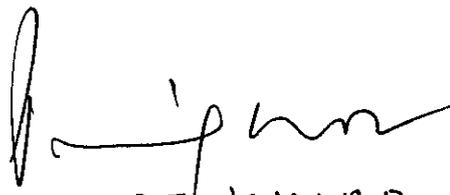
UNION BANK OF INDIA  
Suite 9.02, Level 9  
20 Hunter Street  
Sydney NSW 2000

In accordance with the Real Property Act 1900 and  
executed by Union Bank of India's Attorney pursuant to  
the registered Power of Attorney.

Attorneys Name: Pankaj Kumar, one behalf of Union Bank  
of India  
Power of Attorney: Book: 4718, NO-756

Witness   
BIKRAM SINGH RAWAT  
ACEO



  
PANKAJ KUMAR  
CEO

Form: 13PC  
Release: 3.1  
Licence: 01-05-074  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Uther Webster & Evans Pty Ltd

**POSITIVE COVENANT**  
New South Wales  
Section 88E(3) Conveyancing Act 191



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

(A) **TORRENS TITLE** CP/SP 97029

(B) **LODGED BY**  
Document Collection Box 631L  
Name, Address or DX, Telephone, and Customer Account Number if any  
Uther Webster & Evans Pty Ltd  
DX 141 Sydney  
Tel: (02) 9290 1177  
Customer Account No: 123461X  
Reference: JA:DG:27854  
**CODE**  
**PC**

(C) **REGISTERED PROPRIETOR** Of the above land  
~~PORTERS LANE PTY LIMITED ACN 155 209 760~~ **THE OWNERS - STRATA PLAN 97029**

(D) **MORTGAGEE or CHARGE** Of the above land agreeing to be bound by this positive covenant  
Nature of Interest: ~~MORTGAGE~~  
Number of Instrument: ~~AM98650~~  
Name: ~~UNION BANK OF INDIA~~

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919  
CANTERBURY BANKSTOWN COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
DATE 8 March 2018

**RELODGED**  
17 JUL 2019  
TIME: 10.00

**RELODGED**  
19 MAR 2018  
TIME: 3.15

(G) **Execution by the prescribed authority**  
I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: [Signature]  
Name of witness: ELIAS ELIAS  
Address of witness: CANTERBURY-BANKSTOWN COUNCIL  
137 Beamish Street, Campsie

Signature of authorised officer: [Signature]  
Name of authorised officer: Ian Woodward  
Position of authorised officer: Manager - Development  
Local Government Act 1993

~~(G) **Execution by the registered proprietor**  
Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.  
Company: Porters Lane Pty Limited ACN 155 209 760  
Authority: section 127 of the Corporations Act 2001  
Signature of authorised person: [Signature]  
Name of authorised person: David Kert  
Office held: Director~~

~~**RELODGED**  
21 JUN 2013  
TIME: 10.30  
Signature of authorised person: [Signature]  
Name of authorised person: Sami Allam  
Office held: Director~~

(H) **Consent of the** The L mortgagee under L mortgage No. AM98650, agrees to be bound by this positive covenant.

I certify that the above Mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: [Signature]  
Name of witness: BIKRAM SINGH RAWAT  
Address of witness: 37, 365 KENT STREET, SYDNEY

Signature of : [Signature]

## ON-SITE STORMWATER DETENTION

Annexure <sup>A</sup> to Public Positive Covenant Imposed by a Prescribed Authority being the Council of the City of Canterbury Bankstown under Section 88E(3) of the Conveyancing Act 1919

Date: ~~11/2/2017~~  
..... 8/3/2018

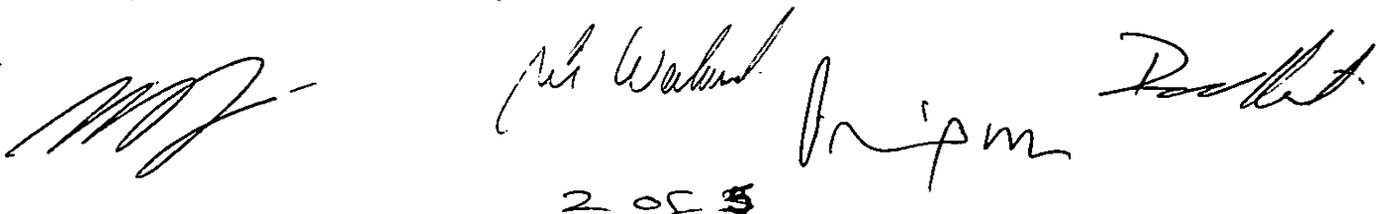
Land being Lot CP in SP  
97029

Page 2 of 5

1. In these terms-

- a. "Area" means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then "Area" means the whole, and every part, of the lot burdened;
  - b. "Council" means the Council of Canterbury Bankstown, and includes its servants and authorised agents;
  - c. "Owner" means the registered proprietor for the time being of the lot burdened, their successors and assigns and anyone claiming through the registered proprietor;
  - d. "System" means the on-site detention system within the Area including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water;
  - e. Where there is more than one more Owner the terms of this covenant and restriction bind the Owners jointly and severally; and
  - f. The singular includes the plural, and vice versa.
2. The Owner will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order the System in accordance with the design, dimensions, specifications and performance standards approved by the Council.
3. Without limiting the obligations in clause 2, the Owner must-
- a. keep the System clean and free from obstructions, rubbish and debris;
  - b. maintain and repair the System at the sole expense of the Owner so that it functions in a safe and efficient manner;
  - c. permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter the Area and inspect the System for compliance with the requirements of this covenant;
  - d. comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
4. Without limiting its powers under Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers-
- a. In the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 3(d) above ("Work").
  - b. The Council may recover from the Owner in a Court of competent jurisdiction:
    - i. any expense reasonably incurred by it in exercising its powers under sub-paragraph 4(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work.
    - ii. legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
5. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).
6. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is: **Council of Canterbury Bankstown**

Proprietor/s & Prescribed Authority - initial here

  
2018

**Approved Form 13**

**Certificate of Owners Corporation**

**Special Resolution**

The owners corporation certifies that on 8 March 2018, it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate. The resolution was passed, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 Strata Schemes Management Act 2015 authorising the registration of the dealing. Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) Strata Schemes Development Act 2015. The seal of The Owners - Strata Plan No 97029 was affixed on 15 March 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.



Signature: *David Kert*  
Name: David Kert  
Authority: Owner

Signature: *Sami Allam*  
Name: Sami Allam  
Authority: Owner

**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 97029 was affixed on 15<sup>th</sup> March 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.



Signature: *David Kert*

Name: David Kert

Authority: Owner

Signature: *Sami Mohssen Allam*

Name: Sami Mohssen Allam

Authority: Owner

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 97029 was affixed on 15<sup>th</sup> March 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.



Signature: *David Kert*

Name: David Kert

Authority: Owner

Signature: *Sami Mohssen Allam*

Name: Sami Mohssen Allam

Authority: Owner

**RELODGED**  
17 JUL 2018  
TIME: 10.00

---

**Lodger Details**

Lodger Code 500507Y  
Name MADISON MARCUS LAW FIRM PTY LTD  
Address L 4, 71 YORK ST  
SYDNEY 2000  
Lodger Box 1112G  
Email DENIS.HALL@MADISONMARCUS.CO  
Reference MM22015

Land Registry Document Identification

AR867114

STAMP DUTY:

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**Consolidation/Change of By-laws**

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**Jurisdiction** NEW SOUTH WALES

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**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.

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Land Title Reference	Part Land Affected?	Land Description
CP/SP97029	N	

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**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP97029  
Other legal entity

---

**Meeting Date**

25/11/2021

---

**Added by-law No.**

**Details** By-Law 40

**Amended by-law No.**

**Details** Not applicable

**Repealed by-law No.**

**Details** Not applicable

---

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**See attached** Approved forms

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**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. SP97029

**Signer Name** DENIS HALL

**Signer Organisation** MADISON MARCUS LAW FIRM PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 04/02/2022

---

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

Leave this space clear. Affix additional pages to the top left-hand corner.

**Strata Schemes Management Act 2015  
Real Property Act 1900**

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

(A) TORRENS TITLE	For the common property CP/SP97029	
(B) LODGED BY	Document Collection Box <b>1112G</b>	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 60 Castlereigh Street, Sydney NSW 2000 134904C Reference: MM22015
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 97029 certify that a special resolution was passed on 25/11/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NA  
 Added by-law No. By-law 40  
 Amended by-law No. NA  
 as fully set out below:  
 See Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 97029 was affixed on 2/2/22 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: John Sarraf  
 Authority: Strata Manager

Signature:  
 Name:  
 Authority:



Req:R170470 /Doc:DL AR867114 /Rev:08-Feb-2022 /NSW IRS /Prt:28-Oct-2025 22:06 /Seq:2 of 42  
© Office of the Registrar-General /Src:InfoTrack /Ref:25306

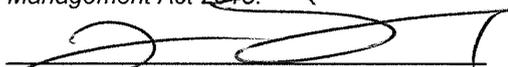
Annexure A

Consolidation of by-laws for SP97029

Summary

By-Law Number	How created	When passed
1-38	Registered with the Strata Plan	6 February 2018
By- law 39	Special Resolution	AN889226J
By-law 40	Special Resolution	25 November 2021

Executed by The Owners – Strata Plan No.97029 in accordance with section 273 of the *Strata Schemes Management Act 2015*.

  
Signature of Committee Member/Strata Manager

John Sarraf  
Name of Committee Member/Strata Manager

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Committee Member

\_\_\_\_\_  
Name of 2<sup>nd</sup> Committee Member



\_\_\_\_\_  
Common Seal

## Pyrus, 364-374 Canterbury Road, Canterbury NSW 2193

### **By-Law 1. Definitions and Interpretations for By-laws**

In these By-Laws, unless the context otherwise requires or permits:

**Act** is the *Strata Schemes Management Act 2015 (NSW)* as amended from time to time.

**Air Conditioning** means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual lot.

**Balcony door** means the balcony door/s installed to each individual lot.

**Door Closer** means the door closer installed to each individual unit front entry door.

**Exhaust Fans** means an exhaust or extraction fan, wiring, cabling or ducting that services an individual lot.

**Intercom System** means the intercom handset installed to each individual lot

**Invitee** means an invitee of an Owner or Occupier.

**Local Council** means the local council for the relevant strata plan.

**Lot** means any lot in the strata plan.

**Maximum number of persons** means up to two persons per bedroom;

**Minor Work** means works of a non-structural nature that do not cause a breach of Fire Regulations or any insurance policy held by the Owners Corporation.

**Occupier** means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

**Owner** means the Owner of a Lot.

**Owners Corporation** means Owners Corporation created by the registration of the strata plan.

**Permissible short term accommodation** means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

**Prohibited short term accommodation** means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

**Strata Committee** means the strata committee of the Owners Corporation.

**Ventilation System** means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual lot.

In these by-laws, unless the context otherwise requires:

- a) a word which denotes the singular includes plural and vice versa;
- b) a word which denotes any gender includes the other genders;
- c) any terms defined in the Strata Schemes Management Act 2015 will have the same meaning as given to them in that Act,
- d) references to legislation include references to amending and replacing legislation.

**Unlawful short term accommodation** means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

#### **By-Law 2. Noise**

An Owner or Occupier of a lot must not create or permit the creation of any noise on a lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property.

#### **By-Law 3. Vehicles**

1. An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
2. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.
3. The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.
4. An Owner or Occupier must ensure that the parking designated as visitors parking is for the use of Genuine Visitors only.
5. A period in excess of 24 hours, or any lesser period on a repetitive basis shall not be permitted without the prior written consent of the Owners Corporation.

#### **By-Law 4. Obstruction of Common Property**

An Owner or Occupier of a lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

**By-Law 5. Damage to Lawn and Plants on Common Property**

An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation:

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

**By-Law 6. Damage to Common Property**

1. An Owner or Occupier of a lot must:
  - (a) except to the extent permitted by statute, not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation; and
  - (b) ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen anything within or on the Lot or Common Property which causes any damage to Common Property.
2. An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.
3. Subject to the conditions contained in these by-laws, this by-law does not prevent an Owner or person authorised by an Owner from installing:
  - (a) any locking or other safety device for protection of the Owner's lot against intruders or to improve safety within the Owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces or walls in the Owner's lot providing any device does not breach Fire Safety Regulations and the device does not alter the exterior view of the lot, or
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner by an approved installer and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite section 106 of the Act, the Owner of a lot must;

- a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6 (clause 3) that forms part of the Common Property and that services the lot;
  - b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause 3 that forms part of the Common Property and that services the lot; and
  - c) In the event that an Owner or Occupier fails to complete the remedial work then these parties indemnify the Owners Corporation for the full cost, should the Owners Corporation carry out the remedial work.
6. In the event that an Owner breaches this by-law or by-law 5 (so that Common Property requires repair), the Owners Corporation may:
- a) recover from that Owner the cost of repairing the damage caused to Common Property; or
  - b) if insurance pays for all of that damage to Common Property, recover from that Owner any excess relating to the insurance claim; or
  - c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.
7. The Owners Corporation may issue an invoice to any person referred to in clause 8 for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address. Notwithstanding this clause, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.
8. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Act with respect to outstanding contributions.
9. In relation to expenses:
- (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
    - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
    - (ii) the cost of issuing an invoice for the debt; and

- (iii) all legal costs incurred in connection with the recovery of the debt.
- (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

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**By-Law 7. Behaviour of Owners and Occupiers**

An Owner or Occupier of a lot, including a visitor to the 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. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.

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**By-Law 8. Children Playing on Common Property**

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.

---

**By-Law 9. 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.

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#### **By-Law 10. Depositing Rubbish and Other Material on Common Property**

An Owner or Occupier of a lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

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#### **By-Law 11. Hanging of Washing**

1. An Owner or Occupier of a lot must not hang washing on any part of the lot viewable from outside of the lot (including the balcony area of the lot).
2. An Owner or Occupier of a lot may hang any washing on any lines provided by the Owners Corporation for that purpose. Such washing may only be hung for a reasonable period.
3. An Owner or Occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
4. An Owner or Occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the Owner or Occupier has the prior written approval of the Owners Corporation.
5. In this clause:

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

---

#### **By-Law 12. Cleaning Windows and Doors**

1. An Owner or Occupier of a lot is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is Common Property.
2. Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or Common Property below.
3. The Owners Corporation may resolve to arrange for the cleaning of windows otherwise inaccessible to one or more Owners and Occupiers at the cost of the Owner or Occupier.

---

#### **By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials**

1. An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
3. Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

---

#### **By-Law 14. Changes to Flooring Coverings**

1. An Owner or Occupier of a lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
2. All new flooring in the Building must satisfy one or both of the following:
  - (a) it must have at least a 4-star AAAC impact rating for floors, being the rating set by the Association of the Australian Acoustical Consultants; or
  - (b) the flooring must result in or satisfy an L'nT,w rating of 50 or less.
3. This by-law does not affect any requirement under any law to obtain a consent to, approval for, or any other authorisation for the changing of the floor covering or surface concerned.
4. By-law 2 applies to all floor coverings and this by-law is subject to by-law 2.

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#### **By-Law 15. Floor Coverings**

1. An Owner of a lot must ensure that all floor space within the lot:
    - (a) 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; and
    - (b) complies with by-law 14.2.
  2. This by-law and by-law 14 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.
-

#### **By-Law 16. Garbage Disposal**

1. An Owner or Occupier of a residential lot;
  - a. must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
  - b. must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;
  - c. must ensure the waste material is kept in the allocated storage area and kept in a clean and safe state at all times in accordance with the conditions of Council consent;
  - d. must have adequate and hygienic waste sterile, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times; and
  - e. must ensure that receptacles for the removal of waste, recycling are put out for collection the day prior to the collection and returned the following day.
2. This by-law does not require an Owner or Occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

---

#### **By-Law 17. Keeping of Animals**

1. Subject to Section 139 (5) of the Act an Owner or Occupier of a residential lot must not, without the prior written approval of the Owners Corporation, keep any animal on the lot or the Common Property.

---

#### **By-Law 18. Appearance of Lot**

1. The Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. Notwithstanding clause 1, an Owner or Occupier of a lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the lot.

3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.
4. The Owner or Occupier of lot must maintain the planter boxes annexed to their lot. In the event that the planter areas are not maintained to a standard in keeping with that of others lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the Owner or Occupier of such lot.
5. The Owner or Occupier of a lot must ensure that all window and door dressings shall be of light neutral tones and where with a pattern, such that the pattern is also of light neutral tones and not obtrusive.
6. The Owner or Occupier of a lot must ensure that Barbeques on balconies and/or courtyards are kept covered when not in use.
7. All furniture on balconies must be unobtrusive and in keeping with the aesthetics of the building.
8. No items (other than motor vehicles) are to be placed or stored in a lot's car space except in a storage container which has been approved by the Strata Committee.

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**By-Law 19. Preservation of Fire Safety**

The Owner or Occupier of a lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or Common Property.

---

**By-Law 20. Prevention of Hazards**

The Owner or Occupier of a lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another lot or any person lawfully using the Common Property.

---

**By-Law 21. Compliance with Planning and Other Requirements**

1. The Owner or Occupier of a lot must ensure that their lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.
2. Every Owner and Occupier must ensure that their lot is only used as a permanent dwelling or domicile unless that lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their lot for another purpose, in which the lot may be used for that other purpose.

3. No Owner or Occupier may use their lot, or allow their lot to be used, for unlawful short term accommodation.
4. Every Owner and Occupier must take all reasonable steps to ensure that their lot is not used for unlawful short term accommodation.
5. You must ensure that your lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law
6. You must ensure that your apartment is not occupied by more than the maximum number of persons.
7. You must not:
  - (a) alter the layout of your apartment; or
  - (b) carry out any alterations or additions to your apartment,

so as to allow your apartment to be occupied by more than the maximum number of persons, or to create additional bedrooms.

8. In this by-law:

**“maximum number of persons”** means up to two persons per bedroom;

**“permissible short term accommodation”** means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

**“prohibited short term accommodation”** means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

**“unlawful short term accommodation”** means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

---

#### **By-Law 22. Insurance Premiums**

1. An Owner or Occupier must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
  2. In the event that an Owner or Occupier is in breach of this Bylaw then they shall indemnify the Owners Corporation in respect of any loss or damage sustained by the Owners Corporation.
-

### **By-Law 23. Services and Equipment**

1. This by-law may only be amended by special resolution and with the written consent of the Owner of each lot.
2. On the conditions set out in this by-law, the Owner of each lot shall have exclusive use and special privilege over;
  - air-conditioning systems exclusively servicing the lot,
  - ventilation system/s exclusively servicing the lot,
  - hot water systems which exclusively service the lot,
  - tempering valves (isolation valves),
  - exhaust fans,
  - window locks and (to the extent permitted) child safety devices,
  - balcony doors (including frame, rollers, locks and glass),
  - door closers which exclusively services the lot,
  - lot doors (excluding the front door) which exclusively service the lot,
  - smoke detectors installed within the lot,
  - garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
  - all flooring types whether of carpet or floorboards or such like material and including such underlay or soundproofing material as may be used immediately above the floor slab,
  - all gyprock walls and ceilings (including false ceilings) which do not form part of the structural framework of the building,
  - bathroom and kitchen tiles in the internal part of a lot (for example on a bathroom's floor or wall).
3. Each Owner must:
  - a. at the cost of the Owner maintain, repair and, where necessary, replace;
    - air-conditioning systems exclusively servicing the lot,
    - ventilation system/s exclusively servicing the lot,

- hot water systems which exclusively service the lot,
  - tempering valves (isolation valves),
  - exhaust fans,
  - window locks and (to the extent permitted) child safety devices,
  - balcony doors (including frame, rollers, locks and glass),
  - door closers which exclusively services the lot,
  - lot doors (excluding the front door) which exclusively service the lot,
  - smoke detectors installed within the lot,
  - garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
  - all flooring types whether of carpet or wooden floorboards or such like material and including such underlay or soundproofing material as may be used immediately above the floor slab,
  - all gyprock walls and ceilings (including false ceilings) which do not form part of the structural framework of the building,
  - bathroom and kitchen tiles in the internal part of a lot (for example on a bathroom's floor or wall).
- b. use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation;
- c. repair damage caused to Common Property caused by exercising rights under this by-law; and
- d. indemnify the Owners Corporation and the Owners and Occupiers of other lots against all claims and liability caused by exercising rights under this by-law.
4. Air conditioning motors (other motors) servicing each lot form part of the lot that they service. Owners and occupiers of each unit, upon receipt of sufficient notice, shall allow reasonable access for service, maintenance and or replacement of any air conditioning motor (other motors).
5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

**By-Law 24. Locks**

1. On the conditions set out in this by-law, the Owner of each lot shall have exclusive use and special privilege over locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the Common Property as is necessary adjacent to the boundary of their respective lots (**Locks**).
2. Owners and Occupiers must maintain, renew, replace and repair the Locks.
3. All Locks maintained, renewed, replaced or repaired under this by-law must, where applicable:
  - a. comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and
  - b. be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.
4. Owners and Occupiers will be liable for any damage caused to any part of the Common Property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.
5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

**By-Law 25. Noticeboard**

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

**By-Law 26. Building Works and Alterations**

1. For the purposes of section 110 of the Act, in addition to the work described in section 110(3) of the Act, all work is deemed to be a minor renovation for the purposes of section 110 of the Act other than the work excluded by section 110(7) of the Act.
2. In accordance with section 110(6)(b) of the Act, the Owners Corporation may, and by virtue of this by-law does, delegate its functions under section 110 of the Act to the Strata Committee.

**By-Law 27. Integrity of Fire Safety Systems**

1. An Owner or Occupier must not;
  - a. interfere with or damage any fire safety device; or
  - b. activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.
2. An Owner or Occupier must;
  - a. immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.
  - b. immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.
  - c. notify the Owners Corporation of a risk of fire or other hazard within the Parcel.
  - d. subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier of a lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).
4. Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

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**By-Law 28. Service of Documents on Owner of lot by Owners Corporation**

A document can be served on the Owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

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**By-Law 29. No Smoking**

1. In this by-law:

“Common Property” means the common property for the Strata Scheme.

“External Areas” means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, verandah, terrace or deck.

“Lot” means all lots within the Strata Scheme.

“Occupier” means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“Owner” means the owner of a Lot and that owner’s successors in title.

“Strata Scheme” means the Strata Scheme in respect of which this by-law applies.

2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means that an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property or an External Area) closed.
3. In addition to clause 2, an owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the lot does not penetrate to the common property or any other lot.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

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#### By-Law 30. Signage

1. The following definitions apply for the purposes of this by-law:
  - (a) Approved Signage means Signage that:
    - is approved by the by the Council if required to be approved by the Council;
    - is designed by a professional signage consultant with appropriate experience;
    - is not offensive.
  - (b) Awning means an awning erected over the outside area, or part thereof, of the Commercial Lot.
  - (c) “Commercial/Retail Lot” means the commercial/Retail lots, being those approved for commercial use under the development approval permitting this strata scheme.
  - (d) “Council” means the local Council for the strata scheme.
  - (e) “lot owner” means the owner or owners of the relevant Commercial Lot.

- (f) Signage means any Approved Signage located in the Commercial/Retail Lot or on the Awning that may be visible by the public from outside the Commercial/Retail Lot or visible from any other Lot.
- 2. On the conditions set out in this by-law a lot owner or occupier of a Commercial/Retail Lot may, at the Owner or Occupiers expense, erect Signage. The installation of any Signage must only be within the Commercial/Retail Lot or on or above the first floor, or in a window, or in such other place or places approved in writing by the Owners Corporation (acting reasonably). The Owner or Occupier of the Commercial/Retail Lot shall have the right to the exclusive use and enjoyment of such part of the common property that comprises the Awning. Signage in another part of the Scheme will require a separate by-law and approval, which cannot be unreasonably withheld. The Owners Corporation cannot unreasonably refuse to sign any application to a local council for approval of Signage.
- 3. In installing the Signage, the lot Owner or Occupier must ensure as far as is practicable that:
  - (a) the installation of the Signage is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia or any code or standard replacing that code;
  - (b) if applicable, the Signage is installed substantially in accordance with the specifications and plans submitted to the Council for approval in accordance with the provisions of this by-law;
  - (c) reasonable precautions are taken to protect areas outside the Commercial/Retail Lot from damage by the installation of the Signage;
  - (d) all construction materials, equipment, debris and other material associated with the installation of the Signage are transported across common property in the manner reasonably directed by the Owners Corporation; and
  - (e) the installation of the Signage does not interfere with or damage the common property or interfere with or damage the property of any lot Owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.
- 4. On completion of the installation of the Signage the lot Owner or Occupier must:
  - (a) ensure that the contractor installing the Signage removes from the strata scheme all debris resulting from or associated with the installation of the Signage as soon as practicable; and
  - (b) if the approval of the Council is required in order to install the Signage, provide the owners corporation with a copy of a certificate from the Council certifying that the installation of the Signage complies with any conditions of any requisite approval of the Council;

5. Each lot Owner or Occupier is responsible for the ongoing maintenance and repair of the Signage that serves that Commercial/Retail Lot. Each lot Owner or Occupier shall ensure that the Signage that serves that Commercial/Retail Lot is kept clean and well maintained at all times. All maintenance and repair works to the Signage must be carried out by licensed and qualified tradespersons in a good and proper manner using materials that are suitable for the works.
6. All works that are carried out are to be carried out on the condition that the lot Owner and or Occupier indemnifies the Owners Corporation against any loss, damage, injury or claim, however occasioned, arising out of the carrying out of the works.
7. The Owners Corporation is responsible for the ongoing repair and maintenance of the Awning but not the Signage.
8. The lot Owner and or Occupier of a Commercial/Retail Lot shall allow reasonable access to the Owners Corporation, or any person authorised by it, over the Commercial Lot to enable the repair, maintenance and replacement of the Awning.
9. The lot Owner and or Occupier is liable for, and must indemnify the Owners Corporation against, any damage caused to any part of the common property or any other lot in the strata scheme as a result of the installation of the Signage whenever that damage may occur.
10. The installation of the Signage must be undertaken at the cost of the Owner.
11. If the lot Owner or Occupier installs or keeps Signage in breach of this by-law the Owners Corporation may give notice requiring the lot Owner and or Occupier to remove the Signage and effect any repairs to the common property and Awning as soon as practicable, so as to render it as nearly as possible in the same condition before modifications were made for the installation of the Signage.
12. If notice is served under the preceding paragraph and the lot Owner and or Occupier has failed to comply with that notice within 28 days of that notice being served on the lot Owner and or Occupier, then the Owners Corporation may take such actions as is necessary to rectify the default including the obtaining of orders under the Act and the lot Owner acknowledges that the Owners Corporation is entitled to do so.
13. Should the lot Owner or Occupier remove the Signage at any time (or Owners Corporation remove the Signage in accordance with this by-law), the lot Owner and or Occupier shall repair any damage caused to the common property and or Awning and restore the common property and or Awning to a standard equivalent to the condition of the remainder of the building.
14. If the Owners Corporation forms the view that a lot Owner has not complied with this any part of this by-law, the Owners Corporation may send written notice to the Owner specifying the non-compliance and requiring that the breach be remedied by a specific date. If the

breach is not rectified within the time set by the Owners Corporation, the Owners Corporation may (but is not obliged to) by its servants, agents and contractors carry out anything necessary to remedy the breach by the lot Owner and or Occupier and recover the cost of taking any steps to remedy the breach from the lot Owner as a debt due and payable to the Owners Corporation.

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### By-Law 31. Grease Arrester

1. The following definitions apply for the purposes of this by-law:
  - (a) **“Authority”** means any federal, state or local government, semi government, quasi government or other body or authority statutory or otherwise including but not limited to any court or tribunal.
  - (b) **“Commercial Lot/Retail Lot”** means the commercial/retail lots in the strata scheme, being those lots approved and used for commercial or retail purposes.
  - (c) **“grease arrester system”** means the grease arrester system installed by the original owner at the time of construction of the building that serves each Commercial/Retail Lot and includes all fittings and fixtures whether located in a Commercial/Retail Lot or on common property.
  - (d) **“lot owner”** means the owner or owners of the relevant Commercial/Retail Lot.
2. On the conditions set out in this by-law a lot Owner or Occupier of a Commercial/Retail Lot shall, at the Owner and or Occupiers expense, have the special privilege to connect to and use the grease arrester system.
3. The lot Owners and or Occupiers of a Commercial/Retail Lot that wish to connect to and use the grease arrester system must, at the lot Owners cost:
  - (a) comply with any requirements and notices of the Authorities and the Owners Corporation in connection with the grease arrester system;
  - (b) reimburse the Owners Corporation for any costs, fees or expenses incurred by the Owners Corporation in respect of anything related to the grease arrester system, but not the replacement of the grease arrester system. Costs fees or expenses include but are not limited to maintenance costs, service provider charges, rates, charges and additional insurance premiums or increased insurance premiums paid or payable by the Owners Corporation on any insurance policy effected in connection with the building as a result of the exercise of the rights in this by-law;
  - (c) indemnify the Owners Corporation and keep the Owners Corporation indemnified against all claims and liability incurred by the Owners Corporation as a result of the

exercise of the rights created by this by-law or as a result of carrying out any obligation imposed by this by-law; and

- (d) release the Owners Corporation from any liability incurred by the lot Owner and or Occupier as a result of the exercise of the rights created by this by-law or as a result of carrying out any obligation imposed by this by-law, including but not limited to replacing or renewing the grease arrester system when it is in need of replacement or renewal.
4. The Owners Corporation may enter into and have current at all times a service agreement with a reputable and qualified grease arrester serviceman/contractor, requiring the servicemen/contractor to keep maintained, regularly serviced, regularly emptied, repaired and in good working order the grease arrester system at all times and to service same no less than once each month at the lot owners cost.
5. All maintenance and repair works to the grease arrester system must be arranged by the Owners Corporation and carried out by licensed and qualified tradespersons in a good and proper manner using materials that are suitable for the works.
6. All works that are carried out are to be carried out on the condition that the lot Owner of a Commercial/Retail Lot connected to the grease arrester system indemnifies the Owners Corporation against any loss, damage, injury or claim, however occasioned, arising out of the carrying out of the works.
7. In the event that the grease arrester system requires replacement, the Owners Corporation must arrange to replace the grease arrester system.
8. Any costs or expenses payable by the lot Owners (whether incurred directly by the lot owners or the Owners Corporation) pursuant to this by-law must be shared on a proportionate basis between the lot owners with a Commercial/Retail Lot that is connected to the grease arrester system according to their respective unit entitlement.
9. If the Owners Corporation forms the view that a lot Owner has not complied with this by-law, the Owners Corporation may send written notice to the lot Owner specifying the non-compliance and requiring that the breach be remedied by a specific date.
10. If the breach is not rectified within the time set by the Owners Corporation, the Owners Corporation may (but is not obliged to) by its servants, agents and contractors carry out such repairs and maintenance as are necessary and recover the cost of the works from the lot Owner as a debt due and payable by the lot Owner to the Owners Corporation.

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**By-Law 32. Registration of Dealing**

In the event that there is a development consent condition requiring or allowing registration of a dealing (such as a section 88B Instrument) contemporaneously with or after registration of the strata

plan, or if it is otherwise required or permitted by Council or the private certifying authority as part of the development or registration process, then the Owners Corporation(s), strata lot owner or occupier, stratum lot owner or occupier must do all things necessary and/or required by the Developer and/or its appointed agents and representatives to execute under seal or witness (as required) or provide consent to any such instrument and to produce, as necessary, any required Certificate of Title to permit and enable the registration of such instrument as required by the Developer in order to satisfy or give effect to such development consent condition, including holding and passing any resolution required to provide the necessary consent requested.

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### **By-Law 33. Commercial/Retail Garbage Disposal**

An Owner or Occupier of a commercial or retail lot must ensure that they properly dispose of the refuse, recyclable material and waste associated with their business at their cost, and that such refuse, recyclable material and waste is not left on Common Property at any time.

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### **By-Law 34. Rooftop Terrace Management Plan**

#### **Introduction**

1. The Building contains two separate rooftop terrace areas incorporating BBQ and playground facilities and equipment (collectively, roof top area) for use by Owners, Occupiers and their invitees subject to the conditions of this Plan of Management.
2. All Owners and Occupiers acknowledge and agree that they are bound by the terms and conditions of this Plan of Management in respect of their usage of the roof top area and that they are liable in respect of the conduct and actions of their invitees.
3. Owners and Occupiers may use the roof top area for ordinary every day purposes, not including a function or a party, on the terms contained within this Plan of Management including those terms which apply to the holding of an approved function or party.
4. An Owner or Occupier of a lot must not use the roof top area for the purposes of holding a function or party without the prior written approval of the Owners Corporation.
5. An owner or occupier who wishes to use the roof top area for a function or party must make an application in writing to the Owners Corporation for permission to use the roof top.
6. The application must be placed in the "body corporate" letterbox or emailed or faxed to the strata managing agent of the Owners Corporation at least seven (7) days before the date of the proposed use of the roof top area.
7. The application must contain:

- (a) the name of the Owner or Occupier who wishes to use the roof top (“the applicant”),
  - (b) a contact telephone number for the applicant,
  - (c) the unit number of the applicant,
  - (d) the date on which and the hours during which the applicant wishes to use the roof top,
  - (e) information about the proposed use including the anticipated number of guests and the purpose of the use (such as a birthday party, family function, social gathering, etc), and
  - (f) any other information which the Owners Corporation may reasonably require.
8. The Owners Corporation may grant permission for the applicant to use the roof top area for the purpose described in the application on such terms and conditions as it thinks fit or it may refuse to grant such permission but it must not act unreasonably when doing so.
9. Irrespective of any terms and conditions which the Owners Corporation may impose when it approves an application, any applicant who uses the roof top area with the Owners Corporation’s permission must at all times abide by and comply with the following conditions:
  - (a) Upon being advised that his or her application has been accepted, the applicant must pay a bond to the Owners Corporation in the sum of \$500.00 or such other amount as the Strata Committee may determine from time to time. The bond shall be paid to the strata managing agent for the time being of the Owners Corporation or, if there is no such agent, to the secretary of the Owners Corporation.
  - (b) The bond shall be refunded by the Owners Corporation to the applicant within seven (7) days of the applicant using the roof top area provided that the roof top and adjacent areas are clean and tidy and in the same condition as they were in immediately before the applicant used the roof top area.
  - (c) The Owners Corporation may use the bond, or any part of it, to cover the cost of cleaning the roof top and adjacent areas, removing any rubbish from those areas or repairing any damage to those areas as a result of the use of the roof top and adjacent areas by the applicant or his or her guests. All Owners and Occupiers agree that the deposit may be used for any one or more of these purposes.
  - (d) The applicant must ensure that:
    - The roof top area is only used between 10.00 a.m. – 12.00 a.m.;
    - No more than 100 people use or occupy the roof top area at any one time.

- No noise is created during the use of the roof top area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or any person lawfully using common property or to any neighbouring property;
  - No damage is caused to the roof top area or any other part of the common property by the applicant or any invitees;
  - Owners, Occupiers and invitees are adequately clothed and do 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;
  - Owners, Occupiers and invitees 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 the common property or any neighbouring property;
  - All minors are supervised by an adult at all times whilst on the roof top area;
  - The applicant provides toilet and washing facilities to any of their invitees;
  - No rubbish, dirt, dust or debris is left on the roof top area or on the common property or is otherwise deposited or dumped elsewhere within or without the building; and
  - The roof top area and adjacent areas are cleaned, and any personal possessions belonging to the applicant or any invitees are removed therefrom, within one (1) hour of use by the applicant.
10. The Owners and Occupiers of the lots acknowledge and agree that:
- (a) use of the roof top area by them and their invitees with the Owners Corporation's permission is at their own risk, and
  - (b) it is a condition of entry on to the roof top area that the Owners Corporation is absolved from all liability howsoever arising as a result of any injury, damage, or loss suffered by them or their invitees howsoever caused arising out of the use or occupation of the roof top area.
11. Each applicant must indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the use of the roof top and adjacent areas by them or their invitees.

#### **General Terms & Conditions**

12. All Owners, Occupiers and invitees acknowledge and agree that the following terms and conditions apply to their voluntary use of the roof top area:

- (a) Owners, Occupiers and invitees use of the roof top area, including the BBQ and playground facilities, is entirely at their own risk and that they are solely responsible for the proper and continuous supervision for any minors in attendance;
- (b) it is a condition of entry to and use of the roof top area that the Owner's Corporation is absolved from all liability howsoever arising as a result of injury, damage, or loss suffered by them or their invitees howsoever caused arising out of the use or occupation of the roof top area;
- (c) it is condition of entry to and use of the roof top area that Owners, Occupiers and/or their invitees acknowledge and agree that they may be filmed or otherwise recorded by any security or surveillance system which may be installed by the Owner's Corporation and that they agree that all footage may be retained and used by the Owner's Corporation, in its discretion, as evidence in the event of a dispute, complaint or reported offence, including providing such footage to any party as may be required by summons or subpoena;
- (d) Owners, Occupier and invitees may consume alcohol while using the roof top area, but must not bring any glass bottles or glass cups;
- (e) that the use and behavioural conditions contained in clause 9(d) herein apply to their use of the roof top area; and
- (f) that all Owners, Occupiers and invitees indemnify and shall keep indemnified the Owner's Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owner's Corporation arising out of the use of the roof top area.

#### **Complaints**

- 13. Any Owner or Occupier may lodge a detailed written complaint with the Owner's Corporation relating to the use of the roof top area by another Owner or Occupier and/or their invitees. The written notice of complaint must, insofar as possible, specify the exact nature of the complaint and the person or persons against whom the complaint is made and the date(s) and time(s) pertinent to the incident(s) giving rise to the complaint.
- 14. Upon receipt of a detailed written complaint the Owner's Corporation shall, within 14 days, cause an investigation to be carried out to determine the veracity of the complaint and shall take all necessary action to address and resolve the complaint in such manner as the Owner's Corporation considers appropriate in the circumstances.
- 15. If the complaint relates to an alleged incident criminal in nature then the Owner's Corporation shall immediately inform the relevant authorities and shall provide to them a copy of the detailed written complaint and any other evidence in its possession relating to same.

16. In investigating and resolving a complaint the Owner's Corporation shall at all times act in a reasonable and prudent manner and shall afford all parties involved procedural fairness by giving them opportunity to be heard.
17. If the Owner's Corporation determines that an Owner, Occupier or invitee has breached the terms and conditions of this Plan of Management or any other by-law of the scheme in their use of the roof top area then the Owner's Corporation is entitled to impose a ban on that Owner, Occupier or invitee upon such conditions as it determines appropriate in the circumstances and may take such other action to enforce this Plan of Management and the by-laws.
18. The Owner's Corporation shall in respect of all complaints received issue to the parties involved a written notice of determination of the complaint.

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#### **By-Law 35. Owners Corporation's CCTV**

##### **1. Introduction**

- (a) This by-law sets out rules concerning the accessing of the CCTV footage filmed by the Strata Scheme's CCTV cameras.
- (b) You must comply with this by-law.

##### **2. Definitions & interpretation**

###### **2.1 In this by-law:**

**"Building Manager"** means any building manager appointed in writing from time to time by the Owners Corporation.

**"CCTV"** means closed circuit television, as affixed to the Common Property and operating at the Strata Scheme.

**"Common Property"** means the common property for the Strata Scheme.

**"Occupier"** means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

**"Owner"** means the Owner of a Lot.

**"Owners Corporation"** means the Owners Corporation for the Strata Scheme.

**"Strata Committee"** means the strata committee of the Owners Corporation.

**"Strata Managing Agent"** means the strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

“Strata Scheme” means the strata scheme in respect of which this by-law applies.

2.2 In this by-law:

- 2.2.1 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.2 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.3 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.4 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 will prevail to the extent of that inconsistency.

**3. CCTV Footage and Cameras**

- 3.1 The Owners Corporation may install CCTV cameras (in locations determined by the Owners Corporations or its consultants) on the Common Property. The Owners Corporation must maintain those CCTV cameras and keep them in good and serviceable repair. No Owner or Occupier may damage or otherwise interfere with the CCTV cameras or their operation.
- 3.2 The Owners Corporation will record and store footage from the CCTV cameras as it sees fit.
- 3.3 The Owners Corporation may engage a consultant or contractor (CCTV Contractor) for the purposes of recording and storing footage from the Strata Scheme’s CCTV cameras.
- 3.4 All footage recorded by the Strata Scheme’s CCTV cameras is confidential.
- 3.5 All footage recorded by the Strata Scheme’s CCTV cameras (CCTV Footage) is and will be kept as determined by the Owners Corporation, including by any CCTV Contractor.
- 3.6 No Owner or Occupier, including a Strata Committee Member, will be entitled to access any of the CCTV Footage except in accordance with this by-law.
- 3.7 If any Owner or Occupier wishes to access any CCTV Footage for any reason, they must follow this process:
  - (a) a written request is made to the Strata Committee by that Owner or Occupier, with details of the time, date, part of the building, floor, and reason why the CCTV Footage is required. Unless otherwise determined by the Owners Corporation, the

only acceptable reason for requesting access to CCTV Footage is where an Owner or Occupier suspects a crime or a serious act has been committed. A Strata Committee meeting (with full notification to all Owners) will be required to authorise the accessing of CCTV Footage except in the case of an emergency, at which time two Strata Committee members can in writing authorise the access to the CCTV Footage;

- (b) if the CCTV Contractor is storing the footage, the Owner or Occupier requesting the CCTV Footage pays the CCTV Contractor's estimated cost of retrieving and providing that requested CCTV Footage; and
- (c) the retrieved CCTV Footage will be given directly to and held by the Strata Managing Agent to be dealt with as directed by the Owners Corporation. The Owner or Occupier requesting the footage will, unless permitted by the Owners Corporation, only be able to view that footage and will not be permitted to take a copy.

3.8 If the Strata Committee wishes to access any CCTV Footage for any reason, it must follow this process:

- (a) a Strata Committee meeting is convened for that purpose, with full notification to all Owners;
- (b) in the event of an emergency, the chairperson of the Strata Committee may authorise the access to CCTV Footage. When doing so, the chairperson must notify all other Strata Committee members in writing (which includes by email);
- (c) if the CCTV Contractor is storing the footage, the CCTV Contractor's cost of retrieving and providing that requested CCTV Footage is paid by the Owners Corporation;
- (d) the retrieved CCTV Footage will be given directly to and held by the Strata Managing Agent to be dealt with as directed by the Owners Corporation; and
- (e) the CCTV Footage can only be viewed in the presence of two Strata Committee members, or one Strata Committee member and the Building Manager.

## SCHEDULE 1 – COMMON PROPERTY RIGHTS BY-LAWS

### Bylaw 36 Grant of Exclusive Use & Special Privilege – Commercial Car Spaces

#### 1. Introduction

- (a) The Owner or Owners for the time being of Lots 96, 97, 98 and 99, being the Commercial Lots, inclusive shall be entitled to a right of exclusive use and enjoyment and special privilege in respect of that part of the common property set out below subject to the conditions set out below.

#### 2. Exclusive Use Area

- (a) The grant of exclusive use and enjoyment and special privilege to the Owner or Owners for the time being of Lots 96, 97, 98 and 99, being the Commercial Lots, of that part of the common property known hereinafter as the Exclusive Use Area means the area of common property car spaces allocated to the Commercial Lots on Basement Levels 1 and 2.

#### 3. Common Property Rights

- (a) The Owner or the Owners for the time being of Lots 96, 97, 98 and 99, being the Commercial Lots, are and shall be entitled to grant a lease, licence or enter into a private agreement with third parties upon such terms as they may agree with respect to the use and occupation of any of the car spaces allocated to Lots 96, 97, 98 and 99 and may provide to such third parties the necessary coded security passes at their expense.
- (b) The Common Property Rights granted to the Owner or Owners for the time being of Lots 96, 97, 98 and 99, being the Commercial Lots, is subject to the following conditions:
  - (i) The Owner or Owners, jointly and severally, shall be responsible for properly maintaining and keeping in a state of good and serviceable repair the Exclusive Use Area and, where necessary, renewing or replacing any fixtures or fittings comprised in the Exclusive Use Area and the Owner or Owners shall be entitled to do all such things in and about the Exclusive Use Area as are necessary to meet the Owners obligations pursuant to this condition;
  - (ii) The Owner will indemnify and keep indemnified the Owners Corporation of the strata scheme against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or made against the Owners Corporation arising directly or indirectly out of the use of the Exclusive Use Area;

- (iii) The Owner or Owners, jointly and severally, shall ensure that they have in place at all times a current policy of insurance covering, amongst other things, public liability cover in respect of the Exclusive Use Area and its use;
- (iv) The Owner shall, within seven (7) days of any request by the Owners Corporation, provide evidence of the existence of a current policy covering any risk established by this by-law.

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**Bylaw 37      Lift No.4 – Lots 96, 97, 98 & 99 Grant of Exclusive Use and Special Privilege**

**1.      Introduction**

- (a)      The Owner or Owners for the time being of Lots 96, 97, 98 and 99, being the Commercial Lots, shall be entitled to a right of exclusive use and enjoyment in respect of that part of the common property set out below subject to the conditions set out below.

**2.      Exclusive Use Area**

- (a)      The grant of exclusive use and enjoyment to the Owner or Owners for the time being of Lots 96, 97, 98 and 99 of that part of the common property known hereinafter as the Exclusive Use Area means the area of common property identified as the Lift which operates between Basement Level 1 and the Ground Level and solely services Lots 96, 97, 98 and 99 being the Commercial Lots and including all of its associated mechanical infrastructure, wirings, conduits and ancillary components (“Lift”).

**3.      Common Property Rights**

- (a)      The Owner or Owners and Occupiers of Lots 96, 97, 98 and 99, being the Commercial Lots, and their invitees shall have the sole and exclusive use of the Lift.
- (b)      The Common Property Rights granted to the Owner for the time being of Lots 96, 97, 98 and 99 is subject to the following conditions:
  - (i)      The Owner or Owners, jointly and severally, shall be responsible for properly maintaining and keeping in a state of good and serviceable repair the Lift and the Exclusive Use Area and, where necessary, renewing or replacing any fixtures or fittings comprised in the Lift and the Exclusive Use Area and the Owner or Owners, jointly and severally, shall be entitled to do all such things in and about the Exclusive Use Area as are necessary to meet the Owners obligations pursuant to this condition;
  - (ii)      The Owner or Owners, jointly and severally, will indemnify and keep indemnified the Owners Corporation of the strata scheme against all

actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or made against the Owners Corporation arising directly or indirectly out of the use of the Exclusive Use Area;

- (iii) The Owner or Owners, jointly and severally, shall ensure that it has in place at all times a current policy of insurance covering, amongst other things, public liability cover in respect of the Exclusive Use Area;
- (v) The Owner or Owners, jointly and severally, shall, within seven (7) days of any request by the Owners Corporation, provide evidence of the existence of a current policy covering any risk established by this by-law.

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**By-Law 38. Commercial Lots CCTV – Grant of Exclusive Use and Special Privilege**

**1. Introduction**

- (a) This by-law sets out the grant of rights and obligations with respect to the installation, operation, maintenance and renewal of the Commercial Lots CCTV system.

**2. Exclusive Use Area**

- (a) The grant of exclusive use and enjoyment and special privilege to the Owner or Owners for the time being of Lots 96, 97, 98 and 99 of that part of the common property known hereinafter as the Exclusive Use Area means the areas of common property required to install, maintain and operate the Commercial Lots CCTV system, including all wires, conduits and associated equipment (“**Commercial Lots CCTV**”).

**3. Common Property Rights**

- (a) The Owner or Owners of Lots 96, 97, 98 and 99, being the Commercial Lots, shall have the sole and exclusive use and special privilege in respect of those parts of the common property necessary to operate, maintain and renew the Commercial Lots CCTV system.
- (b) The Owner or Owners of Lots 96, 97, 98 and 99, being the Commercial Lots, have the authority and special privilege to undertake works touching upon those areas of the common property the subject of the grant of exclusive use and special privilege for the purpose of installing, maintaining or renewing the Commercial Lots CCTV system.
- (b) The Common Property Rights granted to the Owner or Owners for the time being of Lots 96, 97, 98 and 99, being the Commercial Lots, are subject to the following conditions:

- (i) The Owner or Owners, jointly and severally, shall be responsible for properly maintaining and keeping in a state of good and serviceable repair the Exclusive Use Area and, where necessary, renewing or replacing any fixtures or fittings comprised in the Exclusive Use Area and the Owner or Owners, jointly and severally, shall be entitled to do all such things in and about the Exclusive Use Area as are necessary to meet the Owners obligations pursuant to this condition;
- (ii) The Owner or Owners, jointly and severally, will indemnify and keep indemnified the Owners Corporation of the strata scheme against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or made against the Owners Corporation arising directly or indirectly out of the use of the Exclusive Use Area.

### 3. CCTV Footage and Cameras

- (a) The Owner or Owners of Lots 96, 97, 98 and 99 may and are authorised to install CCTV cameras in locations determined by them or their consultants within the Lots and on the Common Property and must maintain those CCTV cameras and keep them in good and serviceable repair. No Owner or Occupier may damage or otherwise interfere with the CCTV cameras or their operation.
- (b) The Owner, Owners or Occupiers will record and store footage from the Commercial Lots CCTV cameras as they see fit.
- (c) The Owner, Owners or Occupiers may engage a consultant or contractor (CCTV Contractor) for the purposes of recording and storing footage from the Commercial Lots CCTV system.
- (d) All footage recorded by the Commercial Lots CCTV system is confidential.
- (e) All footage recorded by the Commercial Lots CCTV system (CCTV Footage) is and will be kept as determined by the Owners, Owners or Occupiers, including by any CCTV Contractor.
- (f) Neither the Owners Corporation, Owner or Occupier, including a Strata Committee Member, will be entitled to access any of the CCTV Footage except as authorised by the Owner or Owners of Lots 96, 97, 98 and 99 or as a result of a legal order compelling such production.

## **By-Law 39 – Wheel Clamping and Towing**

### **1. Introduction**

The purpose of this by-law is to assist the owners corporation to better manage and administer the strata scheme by prohibiting owners and occupiers from parking on common property and enabling the owners corporation to immobilise or tow motor vehicles and recover the cost.

### **2. No Parking on common property**

An owner or occupier must not park on common property, including in visitor spaces, without the owners corporation's prior written approval.

### **3. Owners corporation's power in the event of a breach of this by-law**

- 3.1 If an owner or occupier breaches this by-law, the owners corporation may:
- 3.1.1 place a notice on the windscreen on the owner's or occupier's vehicle that they have breached this by-law and must immediately remove their vehicle;
  - 3.1.2 immobilise the relevant vehicle, including by wheel clamping or any other similar device;
  - 3.1.3 if a notice is issued in accordance with clause 3.1.1, recover from the relevant owner or occupier the reasonable cost of sending the notice, and the expenses of recovering those costs; and
  - 3.1.4 if a vehicle is immobilised in accordance with clause 3.1.2, recover from the relevant owner or occupier the cost of immobilising the relevant vehicle and removing the immobilisation device, and the expenses of recovering those costs.
- 3.2 By virtue of this by-law and section 135 of the Act, each owner and occupier consents to their vehicle being immobilised, and this operates as a consent under section 651B of the *Local Government Act 1993*.
- 3.3 The owners corporation may install signs warning of the existence of this by-law and the possibility of the vehicles of owners and occupiers in breach of it being immobilised.
- 3.4 The owners corporation may arrange for the towing of a motor vehicle to another place on common property or the nearest place to which it may be lawfully moved, if it has placed a removal notice on or near the motor vehicle.
- 3.5 If any action is taken by the owners corporation in accordance with clause 3.4, it may recover from the relevant owner or occupier all reasonable costs, including issuing the notice and towing the motor vehicle.

### **4. Recovery**

- 4.1 A debt will be recoverable in the same manner as unpaid contributions.
- 4.2 A debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the debt, bear interest at the same rate as unpaid contributions under section 85 of the Act.
- 4.3 The owners corporation may recover all of its expenses of recovering a debt on an indemnity basis.

### **5. Interpretation**

In this by-law:

- 5.1 **Act** means the *Strata Schemes Management Act 2015*.

- 5.2 **debt** means any amount payable to the owners corporation under this by-law.
- 5.3 **notice** means a notice issued in accordance with clause 3.1.1 of this by-law.
- 5.4 **occupier** means an occupier of a lot in the strata scheme.
- 5.5 **owner** means an owner of a lot in the strata scheme.
- 5.6 **removal notice** means a notice which complies with clause 34(3) of the *Strata Schemes Management Regulation 2016*.
- 5.7 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 5.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- 5.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

#### By-Law No. 40

#### By-Law for Installation & Ongoing Maintenance of Air Conditioners

##### Part 1

##### Definitions and Interpretation

- 1.1 In this by-law:
- (a) **“Act”** means the *Strata Schemes Management Act 2015*.
  - (b) **“Air-Conditioner”** means an air conditioning unit, including, but not limited to, a split system or reverse cycle air conditioning unit comprising one (1) internal and one (1) external condenser and fan unit.
  - (c) **“Air-Conditioning Works”** means the works to the Lot and common property to be carried out for and in connection with the Owner’s installation, maintenance, repair and replacement of the Air-Conditioner 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.
  - (d) **“Council”** means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.
  - (e) **“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), noting the interest of the Owners Corporation on the policy;
    - (ii) insurance required under the *Home Building Act 1989*, if required; and
    - (iii) workers’ compensation insurance, if required.

- (f) "Lot" means a lot in Strata Plan No. 97029.
- (g) "Owner" means the owner of the Lot from time to time.
- (h) "Owners Corporation" means the owners corporation created by the registration of strata plan registration no. 97029.
- (i) "Works" means the Air-Conditioning Works.

1.2 In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other gender;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015* (NSW);
- (d) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them; and
- (e) 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 will prevail to the extent of that inconsistency.

## **Part 2 Grant of Approval and Special Privilege**

2.1 Subject to the Owner's compliance with the conditions referred to in Part 3 of this by-law, the Owner is:

- (a) authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works.

## **Part 3 Conditions**

### **Prior to commencement of the Works**

3.1 Prior to commencement of the Works, the Owner must:

- (a) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;
- (b) cause to be effected and maintained Insurance; and
- (c) obtain the Owners Corporation's written approval.

### **During the conduct of the Works**

3.2 In undertaking the Works, the Owner must:

- (a) cause to be effected and maintained Insurance for the duration of the Works;
- (b) use duly licensed employees, contractors or agents to conduct the Works;
- (c) ensure that the Works are carried out in a proper and workmanlike manner;

- (d) comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors;
- (e) use best quality and appropriate materials, in a proper and workmanlike manner;
- (f) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- (g) ensure that the Works are installed in accordance with the manufacturer's instructions;
- (h) ensure that any holes created or penetrations made in the common property during the Works are adequately sealed;
- (i) not allow the obstruction of reasonable use of the common property areas of the strata scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (j) carry out the Works so as to cause minimum noise, disturbance and inconvenience to other residents in the strata scheme during the times as set out by the Owners Corporation;
- (k) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- (l) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (m) 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 at its own cost;
- (n) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (o) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (p) carry out the Works between the hours of 7:00am and 3:00pm Monday to Friday and between 8:00am and 1:00pm on Saturday and Sunday (or such other times reasonably approved by the Owners Corporation) and the Owner must not carry out the Works on days which fall on a public holiday;
- (q) make sure that percussion tools and noisy equipment such as jack hammers are only used between 10.00am and 3.00pm;
- (r) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary; and
- (s) at the Owner's cost, clean any part of the common property affected by the Works on a daily basis, including the removal of rubbish, and keep all of those parts of the common property clean, neat and tidy during the Works; and
- (t) make sure that no building materials are stored on the common property.

**After completion of the Works**

- 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; and
  - (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.

### Compliant Works

- 3.4 To be compliant under this by-law:
- (a) the Air-Conditioner must not be located on the wall or roof of a building that faces the primary road, or forward of the building line to the primary road; and
  - (b) the Air-Conditioner must be located at least 450mm from each lot boundary; and
  - (c) subject to paragraph clause 3.4(g), the Air-Conditioner must be attached to the external wall of a building or ground mounted; and
  - (d) the Air-Conditioner must be not higher than 1.8m above ground level (existing); and
  - (e) the Air-Conditioning Works must not involve work that reduces the structural integrity of the building; and
  - (f) the Air-Conditioner must not reduce the existing fire resistance level of a wall; and
- (f1) the Air-Conditioner must be designed so as not to operate:
- (i) during peak time—at a noise level that exceeds 5 dB(A) above the ambient background noise level measured at the balconies and/or the windows of any Lot or from the boundary of same; or
    - (ii) during off peak time—at a noise level that is audible in habitable rooms of adjoining residences; and
    - (iii) the assessment of these matters must be carried out by a qualified acoustic consultant with membership to the Australian Acoustical Society (AAS) and/or Association of Australian Acoustical Consultants (AAAC) in accordance with the testing and assessment methodology contained in the NSW EPA's Noise Policy for Industry; and
  - (g) if the Air-Conditioner is constructed or installed on or in a heritage item or a draft heritage item—not be wall mounted; and
  - (h) if the Air-Conditioner is constructed or installed in a heritage conservation area or a draft heritage conservation area—be located in the rear yard; and
  - (i) the Air-Conditioner must, if located on a balcony, be rested upon rubber pads; and
  - (j) the Air-Conditioner must be rated no less than one star below the maximum Energy Star Rating at the time of installation; and
  - (k) the Owner must ensure that minimum disturbance is caused to the common property and the owners and occupiers of the strata scheme during the operation of the Air Conditioner; and
  - (l) the Owner must ensure that condensation and run-off are drained through lines to existing drains or pipes and must conceal electrical and coolant lines from view, as far as possible; and

- (m) the Owner must not cause or permit the Air-Conditioner to be used in such a manner that it emits noise that can be heard within a habitable room in any other lot (regardless of whether any door or window to that room is open):

- (i) before 8:00am or after 10:00pm on any Saturday, Sunday or public holiday; or

- (ii) before 7:00am or after 10:00pm on any other day;

in breach of Regulation 45 of the *Protection of the Environment Operations (Noise Control) Regulation 2017* or any other applicable law.

### **Enduring Rights and Obligations**

#### **3.5 The Owner:**

- (a) must not remove the Works without the prior written approval of the Owners Corporation;
- (b) if the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's cost restore and re-instate the common property to its original condition ("the make-good works");
- (c) is responsible for the cost of the Works;
- (d) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (e) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works;
- (f) must properly maintain and keep the common property to which the Works are attached, in a state of good and serviceable repair;
- (g) must promptly repair any damage to the common property caused by their agents or contractors in the course of undertaking the Works and will bear all costs associated with same;
- (h) must at the Owner's own cost repair any damage to the property of the owner or occupier of another lot occurring in the course of undertaking the Works; and
- (i) to the extent permitted by law, the Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works.

**Part 4**  
**Breach of a term of the by-law**

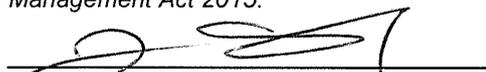
4.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) rectify any such breach;
- (b) enter on any part of the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach; and
- (c) recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs.

4.2 Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.

4.3 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.

Executed by The Owners – Strata Plan No.97029 in accordance with section 273 of the *Strata Schemes Management Act 2015*.

  
Signature of Committee Member/Strata Manager

John Sarraf  
Name of Committee Member/Strata Manager

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Committee Member

\_\_\_\_\_  
Name of 2<sup>nd</sup> Committee Member



\_\_\_\_\_  
Common Seal



**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 97029 was affixed on ^ 2/2/22 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: John Sarraf Authority: Strata manager

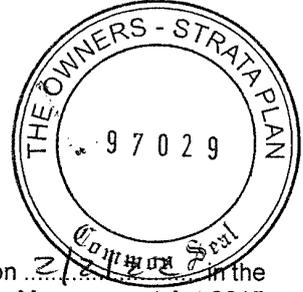
Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.

Approved Form 23

Attestation



The common seal of the Owners - Strata Plan No 97029 was affixed on 2/12/22 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 of ~~Committee Member~~/Strata Manager : *[Handwritten Signature]*

Name of ~~Committee Member~~/Strata Manager: John Sarrat

Authority: Strata manager

Signature of Committee Member/Strata Manager: .....

Name of Committee Member/Strata Manager: .....

Authority: .....



<b>PLAN FORM 6 (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 2 sheet(s)
Office Use Only Registered:  19.12.2017  Title System: TORRENS	Office Use Only  <h1 style="margin: 0;">DP1236527</h1>	
<b>PLAN OF CONSOLIDATION OF LOT 1 IN D.P. 197962, LOT 1 IN D.P. 1023383, LOT 1 IN D.P. 82945 &amp; LOT 1 IN D.P. 115903</b>	LGA: CANTERBURY-BANKSTOWN Locality: CANTERBURY Parish: <del>LIBERTY PLAINS</del> ST GEORGE County: CUMBERLAND	
<p style="text-align: center;"><b>Survey Certificate</b></p> I, Rolf Cambridge, ATS Land & Engineering Surveyors ..... Of 3/75 Ryedale Road, West Ryde 2114 ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>6.11.17</u> , or <del>*(b) The part of the land shown in the plan (**being/**excluding ** ..... )                  was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</del> *(c) The land shown in this plan was compiled in accordance with the <del><i>Surveying and Spatial Information Regulation 2017</i></del> .  Datum Line: "X" - "Y" ..... Type: *Urban/*Rural- The terrain is *Level-Undulating / <del>*Steep-Mountainous</del> . Signature:  Dated: <u>15.11.17</u> Surveyor Identification No: <u>720</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation.  DP'S 197962 1023383 82945 115903 1180624 1145876 1118191 1087164 1033950 384563 701495 153609 325386	<p style="text-align: center;"><b>Subdivision Certificate</b></p> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: .....  *Strike through if inapplicable.	
Surveyor's Reference: 9400-DP	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.    Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

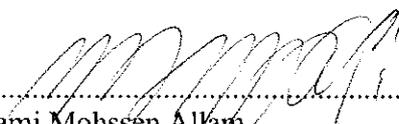
<p style="text-align: right;">Office Use Only</p> <p>Registered:  19.12.2017</p> <p><b>PLAN OF CONSOLIDATION OF LOT 1 IN D.P. 197962, LOT 1 IN D.P. 1023383, LOT 1 IN D.P. 82945 &amp; LOT 1 IN D.P. 115903</b></p> <p>Subdivision Certificate number: _____</p> <p>Date of Endorsement: _____</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>DP1236527</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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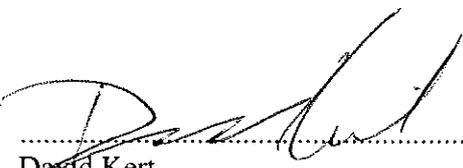
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
100	364-374	CANTERBURY	ROAD	CANTERBURY

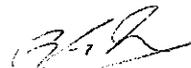
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

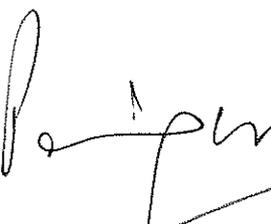
1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.0 WIDE.
2. RIGHT OF CARRIAGEWAY 1.6 WIDE.

**Porters Lane Pty Limited**  
**ACN: 155 209 760**

  
 .....  
 Sami Mohssen Allan  
 Director

  
 .....  
 David Kert  
 Director/Secretary

Li/Kell  
  
 BIKRAM SINGH RAWAT  
 ACCO  
 UNION BANK OF INDIA  
 Suite 9.02, level 9  
 20 Hunter Street  
 Sydney, NSW 2000


In accordance with the Real Property Act 1900 and executed by Union Bank of India's Attorney pursuant to the registered Power of attorney:  
 Attorney's Name: Pankaj Kumar, on behalf of: Union Bank of India  
 Power of attorney :- Book: 4718, No - 756  
 If space is insufficient use additional annexure sheet

Surveyor's Reference: 9400-DP

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

Sheet 1 of 3 Sheets

Plan

**DP1236527**

Plan of Consolidation of Lot 1 in  
DP 197962, Lot 1 in DP 1023383,  
Lot 1 in DP 82945 &  
Lot 1 in DP 115903

**Full name and address of  
owner of the land:**

Porters Lane Pty Limited *CALN: 155 209 760*  
4/46 Tennyson Road  
Mortlake, NSW, 2131

**PART 1 (Creation)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s)</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities</b>
1	Easement for electricity and other purposes <del>3.4</del> wide <i>5</i>	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Right of carriageway 1.6 wide	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385



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

Sheet 2 of 3 Sheets

Plan

**DP1236527**

Plan of Consolidation of Lot 1 in  
DP 197962, Lot 1 in DP 1023383,  
Lot 1 in DP 82945 &  
Lot 1 in DP 115903

**PART 2 (Terms)**

**Terms of easement for electricity and other purposes numbered 1 in the Plan.**

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

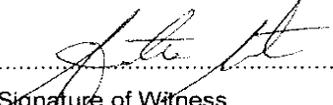
**Terms of right of carriageway numbered 2 in the Plan.**

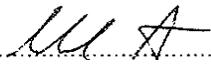
A right of carriageway within the meaning of Schedule 4A Part 1 of the *Conveyancing Act 1919* together with the right to park vehicles upon the right of carriageway.

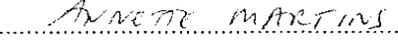
**Name of authority empowered to release, vary, or modify the easements numbered 1 and 2 in the plan.**

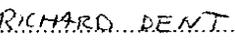
Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Signed, sealed and delivered for and on )  
behalf of **Alpha Distribution Ministerial** )  
**Holding Corporation** 67 505 337 385 in )  
the presence of: 337 )  
)

  
Signature of Witness

  
Signature of Agent for ~~Rob Whitfield~~ <sup>Michael Pratt</sup>, NSW  
Treasury Secretary (NSW Treasurer's  
delegate under delegation dated <sup>RD</sup>  
24 November 2015), on behalf of Alpha  
Distribution Ministerial Holding  
Corporation

  
Print name of Witness

  
Name of Agent in full

52 Martin Place  
~~126 Phillip Street~~ Sydney NSW 2000

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

Sheet 3 of 3 Sheets

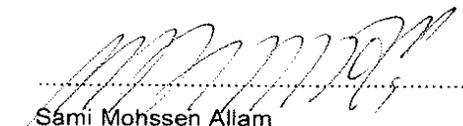
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DP1236527

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Registered Proprietor/s

Porters Lane Pty Limited  
ACN: 155 209 760

  
.....  
Sami Mohssen Allam  
Director

  
.....  
David Kert  
Director/Secretary

PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001

Witness

  
BIRRAM SINGH RAWAT  
ACEO  
UNION BANK OF INDIA  
Suk 4-C2, Level 4  
20 Hunter Street  
SYDNEY, NSW-2000


REGISTERED 19.12.2017

In accordance with the Real Property Act 1900 (NSW) and executed  
by Union Bank of India's attorney pursuant to the registered  
power of attorney:

Attorney's Name: Pankaj Kumar  
on behalf of: Union Bank of India  
Power of Attorney - Book: 4718  
Power of Attorney - NO: 756

25306:161243

Info Track  
GPO Box 4029  
SYDNEY NSW 2001

## PLANNING CERTIFICATE

### Section 10.7(2) of the Environmental Planning and Assessment Act 1979

**Certificate No:** 20257986  
28 October 2025**Land which Certificate is issued for:****Lot 83 SP 97029****502 / 364 Canterbury Road, CANTERBURY NSW 2193**

*Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.*

*Planning certificates are issued on the Strata Plan, not the lot number. The information on a planning certificate is the same for all the lots in the same Strata Plan property. Your Strata may or may not have a Lot 0. A Planning Certificate issued for Lot 0 has the same information as other lots in that same Strata Plan property.*

*Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.*

**CAMILLE LATTOUF  
MANAGER CITY STRATEGY AND DESIGN**

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)  
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.****1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS****1.1 Relevant Planning Instruments**

Canterbury Bankstown Local Environmental Plan 2023

**1.2 Relevant Development Control Plans**

Canterbury Bankstown Development Control Plan 2023

**1.3 State Environmental Planning Policies**

*Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Housing and Infrastructure (DPHI) website at <https://www.planning.nsw.gov.au>. The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au>.*

**State Environmental Planning Policies:**

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2: Vegetation in non-rural areas

Chapter 3: Koala habitat protection 2020

Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021

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

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2: Mining, petroleum production and extractive industries

Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2: Infrastructure

Chapter 3: Educational establishments and child care facilities

Chapter 4: Major infrastructure corridors

**1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act**

Draft SEPPs: None applicable

Planning proposals: Not applicable.

## 2 Zoning and Land Use Under Relevant Planning Instruments

*Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.*

### 2.1 Land Use Zone

#### Canterbury Bankstown Local Environmental Plan 2023

Date effective from

**23 June 2023**

Land Use Zone

#### **ZONE E3 – PRODUCTIVITY SUPPORT**

##### **1. Permitted without consent**

Home occupations

##### **2. Permitted with consent**

Animal boarding or training establishments; Boat building and repair facilities; Building identification signs; Business identification signs; Business premises; Centre-based child care facilities; Community facilities; Depots; Food and drink premises; Function centres; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Kiosks; Landscaping material supplies; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Neighbourhood supermarkets; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Rural supplies; Service stations; Specialised retail premises; Storage premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Wholesale supplies; Any other development not specified in item 1 or 3

##### **3. Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Residential accommodation; Restricted premises; Rural industries; Sewerage systems; Sex services premises; Signage; Tourist and visitor accommodation; Transport depots; Truck depots; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

### 2.2 Additional Permitted Uses

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit <https://legislation.nsw.gov.au/> or contact Council on 02 9707 9000.

*Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.*

### 2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land zoned R2, R3 or R4 and on land identified as ‘Area 2’ on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m<sup>2</sup>. For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

**2.4 Area of Outstanding Biodiversity Value**

Not applicable

**2.5 Conservation Area and/or Environmental Heritage**

The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

**3 Contribution Plans**

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council’s website.

Housing and Productivity Contribution

The Housing and Productivity Contribution applies to development applications for new residential, commercial and industrial development and is collected by Council on behalf of the NSW State Government. The Contributions will help deliver essential State infrastructure such as schools, hospitals, major roads, public transport infrastructure and regional open space.

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit

<https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

**4 Complying Development**

Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

*Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.*

<b>Housing Code (if in a residential zone)</b>	Yes
<b>Rural Housing Code (if in a rural residential zone)</b>	Not applicable
<b>Low Rise Housing Diversity Code</b>	Yes
<b>Housing Alterations Code</b>	Yes
<b>General Development Code</b>	Yes
<b>Greenfield Housing Code</b>	Not applicable
<b>Inland Code</b>	Not applicable
<b>Commercial and Industrial (New Building and Alterations) Code</b>	Yes

<b>Commercial and Industrial Alterations Code</b>	Yes
<b>Container Recycling Facilities Code</b>	Yes
<b>Demolition Code</b>	Yes
<b>Subdivision Code</b>	Yes
<b>Fire Safety Code</b>	Yes

*\*Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

#### **4.1 Variation of Complying Development Codes**

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m<sup>2</sup> in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

#### **5 Exempt Development**

Whether or not 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 the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code

Yes

Advertising and Signage Exempt Development Code

Yes

Temporary Uses and Structures Exempt Development Code

Yes

*Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.*

*Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.*

#### **6 Affected Building Notices and Building Product Rectification Orders**

Not applicable

#### **7 Land Reserved for Acquisition**

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

**8 Road Widening and Road Realignment**

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

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

**9 Flooding**

The land, or part of the land, is **within** the probable maximum flood (PMF) and **may be within** the flood planning area (FPA).

The land, or part of the land, is **subject** to flood related development controls.

You are advised to refer to the following:

- The relevant Development Control Plan (noted in Section 1.2 of this certificate) for further information on Council's approach to Flood Risk Management, and
- Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Floodplain Management webpage (<https://cb.city/flooding>).

**NB:** The FPA is the 1% Annual Exceedance Probability (AEP) plus generally a 0.5m freeboard or as outlined in relevant Development Control Plan. While your property is currently not identified within the 1% AEP flood extent mapping, it may fall within the FPA and need to accommodate freeboard to comply with the FPA requirements. Council is currently reviewing the extent of the FPA requirements in response to recent NSW Government changes.

**10 Council and Other Public Authority Policies on Hazard Risk Restrictions**

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

Land Slip

The land is not affected by a policy restriction relating to landslip

Tidal Inundation

The land is not affected by a policy restriction relating to tidal inundation

Subsidence

The land is not affected by a policy restriction relating to subsidence

Acid Sulfate Soils

The land is affected by the Acid Sulfate Soils Assessment Guidelines and Acid Sulfate Soils Planning Guidelines adopted by the Department of Planning and Environment and the NSW Office of Environment & Heritage and notified to the Council that restricts the development of the land because of the likelihood of acid sulfate soils.

Contamination

Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the

land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at [www.cbcity.nsw.gov.au](http://www.cbcity.nsw.gov.au).

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)

Not applicable

**11 Bush Fire Prone Land**

Not applicable

**12 Loose-Fill Asbestos Ceiling Insulation**

Not applicable

**13 Mine Subsidence**

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

**14 Paper Subdivision Information**

Not applicable

**15 Property Vegetation Plans**

Not applicable

**16 Biodiversity Stewardship Sites**

Not applicable

**17 Biodiversity Certified Land**

Not applicable

**18 Orders Under Trees (Disputes Between Neighbours) Act 2006**

Not applicable

**19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works**

Not applicable

**20 Western Sydney Aerotropolis**

Not applicable

**21 Development Consent Conditions for Seniors Housing**

Not applicable

**22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing**

Not applicable

**23 Water or sewerage services**

Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

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

**24****Special entertainment precincts**

The land or part of the land is not in a special entertainment precinct within the meaning of the [Local Government Act 1993, section 202B](#).



# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

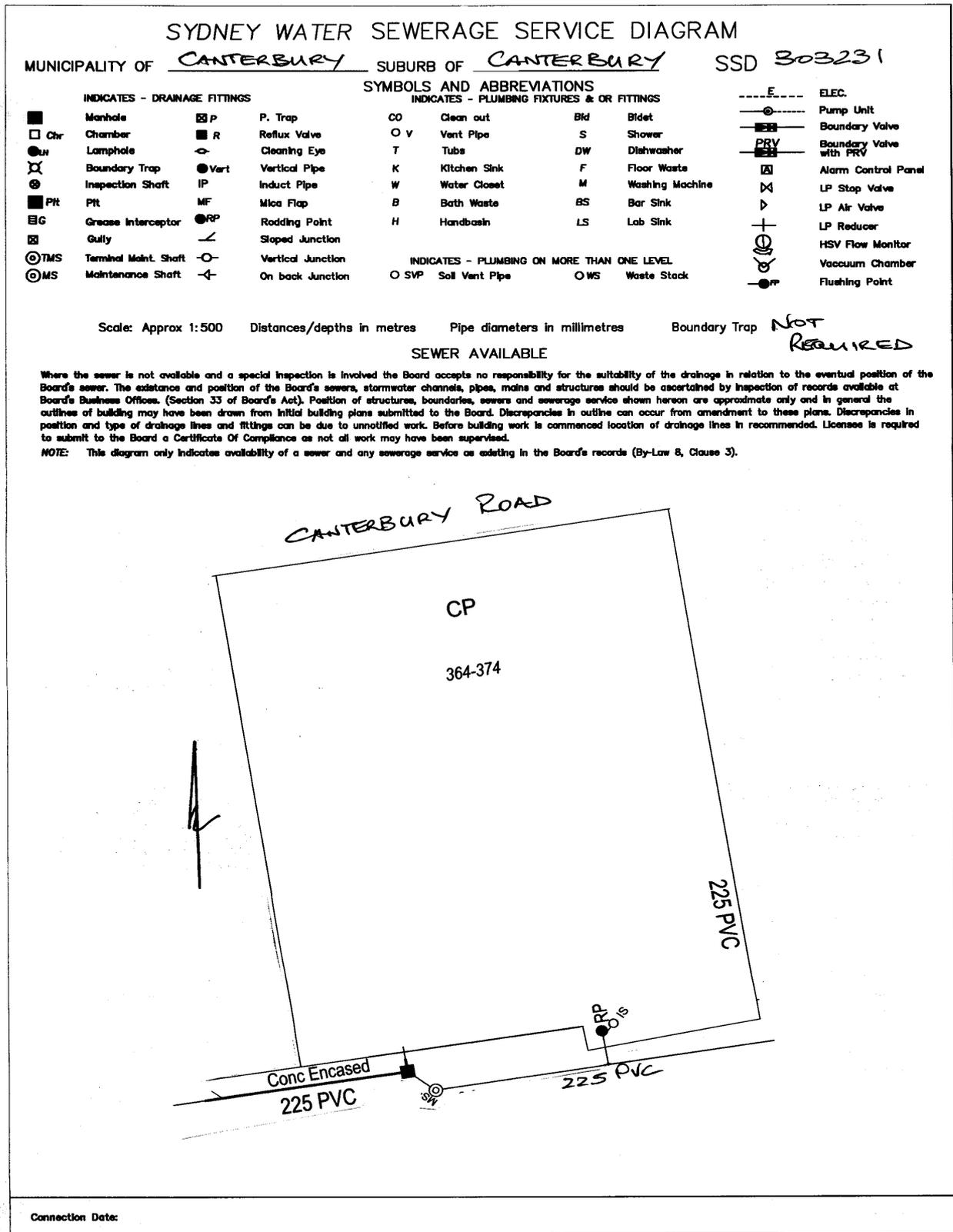
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8004763841



**Disclaimer**

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

# NSW Residential Tenancy Agreement

Residential Tenancies Regulation 2010 Schedule 1 Standard Form Agreement (Clause 4(1))

Landlord Name:

Gary Montgomery

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

466 Marrickville Rd, Dulwich Hill NSW 2203

Telephone number (of landlord or agent):

95605366

Tenant's Name (1):

William Lai Leong

Tenant's Name (2):

Tenant's Name (3,4):

Address for services of notices:

502/364 Canterbury Road Canterbury NSW 2026

Telephone number/s:

H: W: M: 0406307622

Landlord's agent:

Ray White Dulwich Hill

Address for services of notices:

466 Marrickville Rd, Dulwich Hill NSW 2203 ph 9560 5366

Telephone number/s:

Tanja Cosic - 95605366, 0401888060,  
t.cosic@raywhite.com

Premises:

(a) Location

502/364 Canterbury Road Canterbury NSW 2026

(b) inclusions

x2 bedroom apartment with x1 car space & x1 storage cage / Water usage payment required.

*Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.*

**Term:** The term of this agreement is from **May 16, 2018** and ends on **May 15, 2019**

**Rent & Period:** \$ **570.00 W1** payable in advance starting on **May 16, 2018**

**Rental Bond:** A rental bond of **\$2,280.00** must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

## RENTAL PAYMENT METHODS

The method by which the rent must be paid:

1. **CHEQUE / MONEY ORDER** – Cheques / money orders are accepted at all offices, however if you wish to post your cheque / money order, then it is advisable to post it to the offices below. The cheque / money order should be made payable to Fabos Real Estate Management Trust Account and your name and address must be written on the back of the cheque / money order.
  - Ray White Marrickville – Shop1/369 Illawarra Rd, Marrickville NSW 2204
  - Ray White Dulwich Hill - 466 Marrickville Rd, Dulwich Hill NSW 2203 OR
2. **RAY WHITE PAYMENT GATEWAY** – The preferred payment option for your rent payments – this service offers the following methods of rental payment:
  - Tenant initiated payments – you choose when and how to deduct from your nominated bank account
  - Phone banking – you choose when to deduct from your nominated bank account
  - Auto direct debit – automatically deducts from your nominated bank account
  - Bpay – online payment system. Internet or Phone via your nominated Financial institution.
  - Post Billpay – that allows cash payments at any participating Australia Post outlet

You must fill out the attached Direct Debit Form and give it back as soon as possible to your property manager. Fees & Charges are as follows:

- **Credit Card fee** – 2.20% (GST Inclusive) of the amount paid to us by you;
- **Bank account fee** - \$1.65 per payment (GST inclusive);
- **Bpay fee** - \$3.00 per payment; and
- **Over The Counter Fee** - \$4.00 dollars per payment

This is our preferred method of payment, as there are no hidden charges or fees.

Please be advised that these payments can take up to four (4) working days to be processed and transferred to us. Therefore we recommend that payments be done a few days before your actual rent payment is due to avoid being in arrears.

If you have any other queries about this rent system, please do not hesitate to contact us at the office, and we will be able to assist you with all your enquiries.

## IMPORTANT INFORMATION

**Maximum number of occupants** - No more than 2 persons may ordinarily live in the premises at any one time. If left blank no more than two persons per bedroom in total.

**Urgent repairs** - Nominated contact for urgent repairs that require after hours assistance:

- Tanja Cosic 0401 888 060
- Anne Hrovat 0414 560 536

**Water usage** - Will the tenant be required to pay separately for water usage? *No Yes EK*

If yes, see clauses 11 and 12.

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

If yes, see clause 35.

**Condition report** - A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

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

## **CLAUSE NUMBER 3.1 - 3.3: Payment of Rent & Ray White Dulwich Hill Arrears Policy**

### The tenant agrees:

- 3.1 to pay rent on time at all times (such that rent is paid in advance), 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.

Please note of the following responses from the agent for rent in arrears.

Category	Time Elapsed	Correspondence from Agent
<b>Category 1</b>	1-3 days in arrears	text message, email or phone call
<b>Category 2</b>	4-7 days in arrears	phone call & letter
<b>Category 3</b>	8-14 days in arrears	Formal letter and commencement of eviction procedures
<b>Category 4</b>	15 days in arrears	termination notice

### **SPECIAL CONDITIONS:**

- Tenants agree to receive all correspondence from Ray White via email. The best email address is :
- **Approved Tenants** – The tenant/s agree that only the person(s) listed as approved tenants on the Tenancy Agreement may reside at the premises and that no part of the premises can be part-rented or licenced out for financial reward during the tenancy term without the written consent of the Landlord or Landlords agent. The Tenant is NOT to use the services or AirBNB, Stayz, Gumtree or any other similar entities without the written consent of the Landlord or the Landlord's agent.
- **INSURANCE** – Tenants are advised that the insurance of the Landlord does not cover damage to Tenants' goods and possessions. Therefore tenants should take out a suitable insurance policy in order to cover all their possessions.
- The Tenant(s) consent(s) to **allowing access** for the purposes of viewing the property, for **two weeks before the date of vacating** the property
- The Tenant(s) acknowledge(s) the document of "Requirements for your outgoing inspection"
- All repair requests **MUST** to be submitted in writing to the respective Property Manager
- The Tenant(s) agree(s) that no picture hooks, nails, screws, blue tac, stickers etc is to be erected anywhere throughout the unit without prior written consent and written approval from the landlord or Property Manager
- The Tenant(s) agree(s) that **NO** pets are to be kept on premises under **ANY** circumstances, unless approved in writing by both Landlord & Body Corporate
- The Tenant(s) consent(s) if facilities such as a dryer, dishwasher and air conditioning unit are installed on the premises, then the Tenant(s) is / are responsible to regularly clean the filters after each use
- The Tenant(s) is / are **NOT** to hang clothes on balcony or railings, as well as no items to be seen facing from the street
- The Tenant(s) agree(s) that they are responsible for all costs relating to telephone & Internet connections and services
- Under any circumstances, the Tenant(s) is / are **NOT** permitted to keep any Pool / Inflatable Pools in or on the premises at any time
- The Tenant(s) **MUST** report any water penetration or mould issues to the Property Manager **IMMEDIATELY** in writing to **t.cosic@raywhite.com**

**SECURITY KEYS, REMOTES, ETC**

The Tenant(s) hereby are in receipt of the following item(s):

	<u>ID(s)</u> <i>To be completed by Agent</i>	<u>Replacement</u> <i>per item</i>	<u>Deposit</u> <i>per item</i>
Regular Key	x 1.	at cost	n/a
Security Key		\$ 150.00	\$ 100.00
Air Key		\$ 150.00	\$ 100.00
Swipe Card	x 1.	\$ 150.00	\$ 100.00
Remote	x 1	\$ 150.00	\$ 100.00
Other	x 3 (x1 window, x1 balcony, x1 mailbox)	AT COST	—————

And hereby agrees that should I / We lose any of the above items, I / We shall be liable for the replacement cost as above.

If additional items are required on OR above the issued items, then a refundable deposit is required to be issued as per costs above on the un-damaged return of the additional items.

Note – limit of one garage remote per allocated car space.

By signing below you hereby agree to all of the above conditions including the attached document "Rental Payment Methods":

W. Wood  
Signature of Tenant(s)

E. Kotchick  
Signature of Agent

\_\_\_\_\_  
Signature of Tenant(s)

\_\_\_\_\_  
Signature of Tenant(s)

## **SMOKE ALARMS**

### **19A.**

The landlord agrees:

19A.1 to install any smoke alarms that are required by law to be installed on the residential premises, and

19A.2 not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and

19A.3 if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the beginning of the term of this agreement and, if the battery needs to be replaced at any time, and the tenant is physically able to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

### **19B.**

The tenant agrees:

19B.1 not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and

19B.2 if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the tenant is physically unable to change the battery, to notify the landlord as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and

19B.3 to notify the landlord if any smoke alarm installed on the residential premises is not functioning properly.



\_\_\_\_\_  
Signature of Tenant(s)



\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Signature of Tenant(s)

\_\_\_\_\_  
Signature of Tenant(s)

**PRIVACY DISCLOSURE STATEMENT OF  
FABOS REAL ESTATE PTY LTD TRADING AS  
RAY WHITE DULWICH HILL  
466 MARRICKVILLE RD DULWICH HILL  
PHONE: 02 9560 5366**

We are an independently owned and operated business. We are bound by the National Privacy Principles. We collect personal information about you in this form to assess your application for a residential tenancy. We may need to collect information about you from your previous landlords or letting agents, your current employer and your referees. We will also check whether any details of tenancy defaults by you are held on a tenancy default database. We use the database operated by TICA Default Tenancy Control Pty Ltd and/or National Tenancy Data Base. You can find out more information about this database its website at [www.tica.com.au](http://www.tica.com.au) and / or [www.ntd.net.au](http://www.ntd.net.au).

Your consent to us collecting this information is set out below.

We may disclose personal information about you to the owner of the property to which this application relates. If this application is successful we may disclose your details to service providers relevant to the tenancy relationship including maintenance contractors, body corporates, other agents, salespeople, valuers and the landlord's insurers.

We may also send personal information about you to the owners of any other properties at your request.

You have the right to access personal information that we hold about you by contacting our privacy officer (see contact details above). If you do not complete this form or do not sign the consent below then your application for a residential tenancy may not be considered by the owner of the relevant property or, if considered, may be rejected.

**PRIVACY CONSENT**

I, the Applicant acknowledge that I have read the Privacy Notice of FABOS REAL ESTATE PTY LTD trading as Ray White Dulwich Hill to collect information about me from:

- (A) My previous letting agents and / or landlords
- (B) My personal referees
- (C) Any tenancy Default Database (including TICA and/or NTD) which may contain personal information about me.

I also authorise Ray White Dulwich Hill to disclose details about any defaults by me under the tenancy to which this application relates to any tenancy default database to which it subscribes including TICA and/or NTD.

I authorise Ray White Dulwich Hill to disclose the personal information it collects about me to the owner of the property, even if the owner is residing outside Australia and to any third parties – valuers, contractors, salespeople, insurance companies, body corporate, other agents and tenancy default databases. I also authorise Ray White Dulwich Hill to refer my details to an arranger of:

(Optional – tick to indicate consent)

- financial service products (to assist with a home loan application)
- insurance services (for contents insurance and other insurance products)
- utilities (to arrange connection or transfer of telephone, gas, electricity etc)

Signature of Tenant(s)                     *W. Keen*                    

Date                     16/5/18                    

Signature of Tenant(s) \_\_\_\_\_

Date \_\_\_\_\_

Signature of Tenant(s) \_\_\_\_\_

Date \_\_\_\_\_

# Ray White Dulwich Hill & Marrickville Collection Notice for privacy purposes & Consent

## Who are we?

This information is being collected by Fabos Real Estate Pty Ltd ta Ray White Dulwich Hill & Marrickville, at 466 Marrickville Rd, Dulwich Hill; Bankstown Towers - 242 South Terrace, Bankstown; Shop1/369 Illawarra Rd, Marrickville.

Email address - [dulwichhill.nsw@raywhite.com](mailto:dulwichhill.nsw@raywhite.com) & [marrickville.nsw@raywhite.com](mailto:marrickville.nsw@raywhite.com)  
Phone contact - 9560 5366 & 9558 0244

Our complete privacy policy can be found at:  
<http://www.raywhite.com/franchisee-privacy-policy/>.

## For what purposes do we collect, hold, use and disclose your personal information?

We collect, hold, use and disclose your personal information for the following purposes:

- to provide products and services to you and to send communications requested by you;
- to answer enquiries and provide information or advice about existing and new products or services;
- to provide you with access to protected areas of our website;
- to assess the performance of the website and to improve the operation of the website;
- to conduct business processing functions including providing personal information to our franchisor, related bodies corporate, contractors, service providers or other third parties;
- for the administrative, marketing (including direct marketing), planning, product or service development, quality control,
- survey and research purposes of Ray White, its franchisor, related bodies corporate, contractors or service providers; • to provide your updated personal information to our franchisor, related bodies corporate, contractors or service providers;
- to update our records and keep your contact details up to date;
- to process and respond to any complaint made by you; and
- to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of any country (or political sub-division of a country).

## What happens if we can't collect your personal information?

If you do not provide us with the personal information we may not be able to, amongst other things, provide the requested products or services to you, either to the same standard or at all.

## To whom may we disclose your information?

We may disclose your personal information to:

- our employees, franchisor, related bodies corporate, contractors or service providers for the purposes of operation of our website or our business, fulfilling requests by you, and to otherwise provide products and services to you including, without limitation, web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators, debt collectors, and professional advisors such as accountants, solicitors, business advisors and consultants;
- suppliers and other third parties with whom we have commercial relationships, for business, marketing, and related purposes; and
- any organisation for any authorised purpose with your express consent.

## What is the process for complaining about a breach of privacy?

If you believe that your privacy has been breached, please contact us using the contact information below and provide details of the incident so that we can investigate it. Our procedure for investigating and dealing with privacy breaches is set out in our current complaints handling procedures.

## Do we disclose your personal information to anyone outside Australia?

We may disclose personal information to our franchisor's related bodies corporate, our related bodies corporate and third party suppliers and service providers located overseas for some of the purposes listed above. Your personal information may be stored in the cloud in an overseas country. In the event that a disclosure is made in that overseas country (which we consider unlikely), the information will not be protected by the APPs. In any event, by signing below, you consent to your information being disclosed in this manner.

I have read and understood the above and consent to my personal information being collected, held, used and disclosed as indicated above.

Signed -   
Print Name - William Leong  
Date - 16/5/18  
Phone - .....  
Address - .....  
Email - .....

## REQUIREMENTS FOR YOUR OUTGOING INSPECTION

To ensure that your bond is refunded in full, your apartment must be left in an undamaged and clean condition at the end of your tenancy. **YOU MUST GIVE NOTICE IN WRITING TO VACATE.**

During the outgoing inspection, any damages or breakages will be noted and deducted from the total bond refund. **YOU HAVE THE RIGHT TO ATTEND THE INSPECTION. PLEASE CALL YOUR PROPERTY MANAGER TO MAKE AN APPOINTMENT.**

The apartment also needs to be in a clean and tidy state. The apartment should be cleaned according to the checklist below to ensure a full bond refund. If the apartment is not clean, an amount will be charge & deducted from the bond, to cover the cost of a professional cleaner.

If you prefer, many cleaning companies offer an "end of lease" cleaning service. Stain Fighter – It is important you ask for a receipt.

### **Personal Belongings:**

- Remove all personal items and effects from the dwelling, even if you think they might be useful for the next tenants.
- Disposal fees will apply if goods are left behind.
- Do not dump any old junk / rubbish onto the street or the common property. If you are to place items on the street for collection please make the necessary arrangements with the local council and ensure that the items are placed the night before collection.

### **Bathroom:**

- Cabinets – empty, clean and wipe out. Clean glass where applicable.
- Exhaust fans – remove and clean protective covers.
- Shower screen and recess – scrub and remove all soap residue and mould, including tiles and grout.
- Wall tiles – scrub and remove all soap residue and mould from tiles and grout.

### **Kitchen:**

- Kitchen drawers – empty, clean and wipe out.
- Exhaust fans – remove and clean protective covers.
- Stove – clean stove, griller, drip trays, oven and burners and general body of stove.
- Range hood – clean inside and out with de-greaser.

### **Through-out the dwelling:**

- Carpet (if present) – vacuum, remove marks and stains. If the carpet has become dirty, arrange for it to be steam cleaned. We recommend Steve (0418 289 767) – It is important you ask for a receipt.
- Cobwebs – remove throughout premises (internal and external).
- Cupboards and drawers – empty, wipe shelving down and clean face panels
- Curtains and/or blinds – clean and dust.
- Doors, skirting and architraves – dust and wash.
- Floors – sweep and/or mop as appropriate.
- Globes and fluorescent tubes – all lights should contain working globes.
- Light fittings – remove light fittings, dust, clean and refit.
- Walls – remove marks with light sponging.
- Windows, sills and fly screens – clean.
- Air vents – dust.

### **Laundry (if applicable):**

- Laundry tub – wash and remove stains or soap residue.
- Washing machine and dryer – remove and clean lint filter. Wipe over.

### **Key return:**

- Ensure all sets of keys are returned to the agent at the time of the exit inspection. Your lease specifies a key replacement cost for any missing sets of keys.
- The keys **MUST be returned** to the office, or rent will be **charged** until the keys are returned after the set vacating date.

## MAINTENANCE / REPAIR / REPORT – REQUEST FORM

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Attention: Tanja Cosic - t.cosic@raywhite.com  
Address of Property: 502/364 Canterbury Road, Canterbury NSW 2026  
Tenant Name(s): William Lai Leong - Y  
Mobile: 0406307622  
Email: willie@tripointtrigging.com  
Phone (w):  
Phone (h):

The following repair items require attention:

Item	Request	Urgency
1		
2		
3		
4		
5		
6		
7		

**Please note:** If the repairs needed are for an appliance, please advise whether it is gas or electric and provide the make and model number. This will speed up the process of organising the repair. I hereby authorise Ray White, its employees and contractors to use the keys to the above property held by Ray White to gain access to, investigate and if applicable, carry out the repairs at the above property. I do not authorise Ray White, its employees or contractors to use the keys to the above property held by Ray White and undertake to personally provide access to the property at a time to be advised by Ray White contractors. I freely acknowledge that if I make such arrangements and then fail to provide access to the property, I will be personally liable for any charges made by Ray White contractors for travelling to and from the property.

I acknowledge that my contact information may be provided to either the contractors engaged by Ray White or the owner of the property to facilitate contact in order to carry out the repairs.

Tenant Name \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Date \_\_\_\_\_

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

## ***Rent***

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

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

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

## ***Rent increases***

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

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

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

## ***Rent reductions***

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

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

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

10. **The tenant agrees** to pay:
  - 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
  - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
  - 10.3 all charges for pumping out a septic system used for the residential premises, and
  - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
  - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
    - 10.5.1 are separately metered, or
    - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.
11. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
  - 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
  - 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
  - 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
  - 11.4 the residential premises have the following water efficiency measures:
    - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
    - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
    - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.
12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## ***Possession of the premises***

### **13. The landlord agrees:**

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

## ***Tenant's right to quiet enjoyment***

### **14. The landlord agrees:**

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

## ***Use of the premises by tenant***

### **15. The tenant agrees:**

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

### **16. The tenant agrees:**

- 16.1 to keep the residential premises reasonably clean, and

- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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

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

## ***Landlord's general obligations for residential premises***

### **18. The landlord agrees:**

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger

to any person or enable maintenance or repairs to be carried out), and

- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

### **Urgent repairs**

19. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
  - 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
  - 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
  - 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
  - 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
  - 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
  - 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

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

### **Sale of the premises**

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

### **Landlord's access to the premises**

23. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
  - 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
  - 23.2 if the NSW Civil and Administrative Tribunal so orders,
  - 23.3 if there is good reason for the landlord to believe the premises are abandoned,
  - 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
  - 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
  - 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.
- 24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
  - 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
  - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
  - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
- 25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

### ***Alterations and additions to the premises***

- 27. **The tenant agrees:**
  - 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
  - 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
  - 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

### ***Locks and security devices***

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

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

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

32. **The landlord and tenant agree** that:
- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
  - 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
  - 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
  - 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

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

34. **The landlord agrees:**
- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
  - 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

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

[Cross out if not applicable]

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

### ***Mitigation of loss***

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

### ***Rental bond***

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

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

## Smoke alarms

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979 if the section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

## Swimming pools

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

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

### 40b **The landlord agrees:**

40B.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

40B.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.  
Amendment to

Notes. 1. Definitions 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.

[Additional terms may be included in this agreement if:

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

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

### **Additional term—breakfee**

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
  - 41.2 if the fixed term is for more than 3 years,  
[Specify Amount ]: **N/A**

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

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

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

## **Additional term—pets**

[Cross out this clause if not applicable]

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

**NO PETS**

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

**Approved Tenants** – The tenant/s agree that only the person(s) listed as approved tenants on the Tenancy Agreement may reside at the premises and that no part of the premises can be part-rented or licenced out for financial reward during the tenancy term without the written consent of the Landlord or Landlords agent. The Tenant is NOT to use the services or AirBNB, Stayz, Gumtree or any other similar entities without the written consent of the Landlord or the

## Notes

### 1. Definitions

In this agreement:

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

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

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

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

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

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

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

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

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act

2010 (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

### 3. Ending a fixed term agreement

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

### 4. Ending a periodic agreement

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

### 5. Other grounds for ending agreement

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

### 6. Warning

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

# STRATA – REGISTERED BY-LAWS

## 1 Noise

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

## 2 Vehicles

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

(2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

## 3 Obstruction of common property

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

## 4 Damage to lawns and plants on common property

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

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

## 5 Damage to common property

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

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
  - (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62 of the Act, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

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

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

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

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

## **8 Behaviour of invitees**

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

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

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

## **10 Drying of laundry items**

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

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

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

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **13 Changes to floor coverings**

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

## **14 Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **15 Garbage disposal**

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot:

(a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and

(c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

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

## **16 Keeping of animals**

## **Option A**

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

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

### **17 Appearance of lot**

(1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

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

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

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

### **19 Preservation of fire safety**

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

### **20 Prevention of hazards**

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

### **21 Provision of amenities or services**

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

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

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

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

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

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

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

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

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

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

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

**Signed by the landlord/agent**

Name of landlord/agent

Evonne Kotschilis.

Signature of landlord/agent

*[Handwritten signature]*

in the presence of (witness)

Name of witness

T. Cosic.

Signature of witness

*[Handwritten signature]*

**Signed by the tenant (1)**

Name of tenant

x William Leong

Signature of tenant

*[Handwritten signature]*

in the presence of (witness)

Name of witness

T. Cosic.

Signature of witness

*[Handwritten signature]*

**Signed by the tenant (2)**

Name of tenant

Signature of tenant

in the presence of (witness)

Name of witness

Signature of witness

**Signed by the tenant (3) and any other tenants**

Name of tenant/s

Signature of tenant/s

in the presence of (witness)

Name of witness

Signature of witness

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

Signature of tenant/s

*[Handwritten signature]*

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

**STEP 1 – TENANT CONTACT DETAILS (Please print clearly)**

Tenant 1: Title: Mr/Mrs/Ms \_\_\_\_\_ First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Tenant 2: Title: Mr/Mrs/Ms \_\_\_\_\_ First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: (Please print clearly) \_\_\_\_\_ Date of birth: \_\_\_\_\_

Residential:  Commercial: Business Name: \_\_\_\_\_ ABN: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Licence or Passport No for ID: \_\_\_\_\_

Tick for Ray White Concierge to contact you to arrange your insurance, utility connections and disconnections (Proceed to STEP 2)

Office Use Only:

Tenant No: \_\_\_\_\_

Real Estate: \_\_\_\_\_

PMS Property ID: \_\_\_\_\_

Property Manager: \_\_\_\_\_

**STEP 2 – PAYMENT SCHEDULE (Please select one method of payment from those listed below)**

Tenant Initiated Payments: via website: <https://payment.raywhite.com> or telephone: 1300 725 729 from your secured nominated bank account or credit card on Payment Gateway \*(Proceed to Step 3 to nominate a bank account or a credit card for the Tenant Initiated Payments)

BPAY: Via your financial institution using Payment Gateway Biller Code and Tenant Reference \*(Proceed to Step 4)

Cash/ EFTPOS: Over the counter at Australia Post via scanning the Payment Gateway barcode \*(Proceed to Step 4)

Recurring schedule (Automatic payment) configured by your Managing Agent \*(complete the details below and Proceed to Step 3)

Rent amount \$ \_\_\_\_\_ Frequency (Weekly/Fortnightly/Monthly) \_\_\_\_\_ Commencement Date \_\_\_\_\_

**Important Information:**

- \*Once we receive your completed form, you will be issued with a tenant number and instructions for payment of your rent.
- \*All payments processed via Payment Gateway will take up to four business days for your agent to receive these funds, please factor this while initiating your payments.
- \*There are Fees for using the Payment Gateway Service which is explained in the Fee schedule section of the Terms and Conditions attached.

**STEP 3 – NOMINATING BANK ACCOUNT OR CREDIT CARD FOR YOUR PAYMENTS (Please print clearly)**

Please debit my Credit Card nominated below: (Your Credit Card must be viewed by your managing agent to validate —this is part of our fraud prevention policy)

Card Type: Visa  MasterCard

Name on Card: \_\_\_\_\_

Credit Card No: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

OR

Please debit my Bank Account nominated below: (Please provide a copy of your bank statement to validate —this is part of our fraud prevention policy)

Account Name: \_\_\_\_\_ Financial Institution: \_\_\_\_\_

BSB (6 Digits): \_\_\_\_\_ Account Number (Max 9 digits): \_\_\_\_\_

**Important information**

\*If you provide Visa Debit or MasterCard Debit card details, the banks will process this as a Credit Card payment and the credit card surcharge will apply. (Proceed to STEP 4)

**STEP 4 – REQUEST AND AUTHORITY TO DEBIT**

I/We hereby agree to the Terms & Conditions and request and authorise IP Payments (Debit User No. 306033 & 252550) to debit/process my/our nominated bank account or credit card identified above through the Bulk Electronic Clearing System or credit card network for any amount that IP Payments may debit or charge in accordance with the Terms and Conditions set out below. (Where account has two signatures, both must sign below.)

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

Signature 1: \_\_\_\_\_ Signature 2: \_\_\_\_\_

The Payment Gateway service is owned and operated by IP Payments Pty Ltd (ABN 86 095 635 680). ©2013 IP Payments

TERMS & CONDITIONS

**Definitions**

"Agreement" means these terms and conditions.  
 "PGSR" means Payment Gateway Service Request.  
 "OTC" means over-the-counter at Australia Post (cash and EFTPOS debit card).  
 "Person" includes a company or corporation.  
 "We", "Us", "Our", "Service Provider", means IP Payments Pty Ltd (ABN 86 095 635 680).  
 "You", "Your" means the customer who signed the Payment Gateway service request.  
 "Service Fee"- The Fee to use the Service provided by IPP for an online portal where tenants can gain access to their registered details, view and print off their full Payment History, Cancel Payments, forward date Payments and submit one-off Payments to pay rent, or water charges due to your managing agent

**Contractual relationships**

By signing the application for the IP Payments Payment Gateway service, You agree to accept the terms and conditions associated with the provision of the services below.  
 You acknowledge this service is provided by IP Payments Pty Ltd as an optional payment method that is not intended to restrict you from other rent payment methods. You acknowledge that your managing agent must be a member of Payment Gateway in order for us to provide this service to you.  
 You are entering into this agreement under your own free will.

**IP Payments' Payment Gateway service**

We make available to you rent payment facilities as agreed with your managing agent and identified in the Payment Schedule above.

**Processing times**

- Transactions initiated before 4.00pm AEST each business banking day are processed on that business banking day.
- Transactions initiated after 4.00pm AEST on a business banking day are processed on the next business banking day.
- Transactions initiated on non-business banking days (weekends, public holidays, and bank holidays) are processed on the next business banking day.

**Enquiries and statements**

A Payment Gateway tenant website is provided at <https://payment.raywhite.com> for review of all of your rent payments and recurring schedule. Where enquires are not resolved online you should contact your managing agent.

**Void/Stop or deferred payments**

Once a bank account payment has been submitted it can be voided or stopped via the Payment Gateway tenant website or by contacting your managing agent before 2.45pm AEST on the business banking day that the payment was initiated. Credit card payments can not be voided or stopped.

**Dishonoured payments**

We will not charge any fees if your payment is dishonoured for any reason. You may need to initiate a catch up payment once you have rectified the reason for the dishonoured payment.

**Password security**

You must ensure that your Payment Gateway password is kept secure and not disclosed to anyone. If you suspect that the security of your password has been breached you must ensure that:

- Your password is changed on the Payment Gateway tenant website
- we are promptly notified of the suspected breach

**Variations and amendment of terms and conditions**

We may vary any of these conditions and any operating reference or user guide, including fees and charges, with 14 days notice on the Payment Gateway website (<https://payment.raywhite.com>).  
 You shall be deemed to have accepted any variation or amendment notified to you on the website unless you provide us with written notice within 14 days from the publication of the website notice of amendment or variation that you refuse to accept the variation or amendment. If you refuse to accept the variation or amendment, the agreement will be deemed terminated.

**Payment Gateway service request (PGSR) and funds disbursement**

Where you have selected Recurring Schedule or Tenant Initiated Payments as your payment method, you accept payments will be debited from your bank account or credit card account.

Bank account payments are processed under IP Payments User Id 306033 or 252550 and credit card payments are processed via a Merchant Facility. The IP Payments User Id's and credit card merchant facility is operated by IP Payments Pty Ltd (ABN: 86 095 635 680).

**Drawing arrangements**

The drawings under this Payment Gateway Service Request arrangement will occur as and when you initiate them via the telephone, Internet, BPAY, OTC at Australia Post in accordance with the recurring schedule you or your managing agent configure via the Payment Gateway website.

**Adjustments**

IP Payments may from time to time also debit or credit to you any adjustments in respect of transactions due to errors, omissions, payments initiated without a valid tenant PGSR or payments that are later dishonoured.

**Your rights**

**Changes to the arrangement**

If you want to make changes to the drawing arrangements you should log on to the Payment Gateway website and make the relevant changes or complete a new PGSR form available from your agent. Changes made via the website are live and will take effect immediately. Changes requested via a new PGSR form will not take effect until the form has been completed, signed and returned to your agent for processing. Changes to the rent amount within a recurring schedule configured by Your agent can be amended by your Agent in accordance with the terms of your lease agreement without the need to complete a new PGSR form.

**Cancelling or stopping the agreement**

If you want to cancel or stop the agreement you should log onto the Payment Gateway website and make the relevant changes or complete a Cancellation form available from your agent. Changes made via the website are live and will take effect immediately. Changes requested via a Cancellation form will not take effect until the form has been completed, signed and returned to your agent for processing.

**Enquiries**

Direct all enquiries to your managing agent, rather than to your financial institution, and these should be made at least 3 working days prior to the next scheduled drawing date. All communication addressed to your managing agent should include your name, tenant number and telephone number.

**Confidentiality and privacy**

All personal customer information held by us will be kept confidential except that information provided to your managing agent or our financial institution to initiate the drawing to your nominated account or where the provision of that information is necessary to resolve any issues that may arise from the operation of the service or where you specify otherwise. Full details of our privacy policy can be found at [www.ippayments.com.au](http://www.ippayments.com.au).

**Disputes**

If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with your managing agent. If the issue is not resolved to your satisfaction please contact our customer service team by email at [ipavrent@ippayments.com](mailto:ipavrent@ippayments.com) or by telephoning 1300 725 729.

If you do not receive a satisfactory response from us within 14 days, contact your financial institution who will respond to you with an answer to your claim:

- Within 5 business days (for claims lodged within 12 months of the disputed drawing);
- or within 30 business days (for claims lodged more than 12 months after the disputed drawing)

You will receive a refund of the drawing amount if we can not substantiate the reason for the drawing.

Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

**Your commitment to us**

It is your responsibility to ensure that:

- Your nominated bank or credit card account can accept these payments (your financial institution can confirm this); and
- That on the drawing date there is sufficient cleared funds in the nominated account; and
- That you advise us if the nominated account is transferred or closed; and
- That you advise us of your new expiry date (in the case of a credit card)

If your drawing is dishonoured by your financial institution you may be charged a fee and/or interest by your financial institution.

**Fee schedule**

When You use the Payment Gateway service You agree to pay Us a non-refundable Service fee / Convenience fee every time you make a payment. These fees are:

- Credit Card – 2.2% Surcharge (GST inclusive) of the amount paid to Us by You;
- OTC at Australia Post - \$4.00 Convenience Fee (i.e. Service Fee \$1.65 + Australia Post Convenience fee \$2.35; GST inclusive)
- BPAY per payment - \$3.00 (i.e. Service Fee \$1.65 + Convenience Fee \$1.35; GST inclusive);
- Bank Account Payments do not incur any transaction fees; you'll only pay a Service fee of \$1.65 every time you use the Service to make a payment (GST inclusive).

Note – If you provide Visa Debit or MasterCard Debit card details, the banks will process this as a Credit Card payment, incurring a 2.2% Credit Card surcharge (GST inclusive).