

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Longevity Investment Group Suite 5.03, 580 George Street, Sydney NSW 2000 Attn: Aaron Cao Phone: 02 9763 1126 Mobile: 0451 818 185 Email: aaron.cao@lgvt.com.au	
vendor	Jane Coutts	
vendor's solicitor	Alpha Lawyers Level 2, Suite 200, 16 Hunter Street, Hornsby NSW 2077 Ph: (02) 8411 2548 Ref: Misun Jo Email: alphalawyersptyltd@gmail.com	
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	82/3-7 Taylor Street, Lidcombe NSW 2141 Lot 82 in Strata Plan 92417 Folio Identifier: 82/SP92417	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): _____

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

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<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"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<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

Sarraf Strata

PO Box 520, Hurstville BC NSW 1481

1300 002 888

admin@sarrafstrata.com.au

Condition of sale by auction

If the *property* is or is intended to be sold at auction:

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

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

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

(2) The following conditions, in addition to these prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

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

Certificate under section 66W of Conveyancing Act 1919

I, _____ of _____

Certify as follows:

1. I am a **Solicitor/Licensed Conveyancer** currently admitted to practice in New South Wales.

2. I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property at,

82/3-7 Taylor Street, Lidcombe NSW 2141

from **Jane Coutts**

(**vendor**)

to

(**purchasers**)

in order that there is no cooling off period in relation to the contract.

3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

4. I have explained to _____ **the purchaser/each of the purchasers/ an officer or person involved in the management of the affairs of the purchaser corporation:**

- the effect of the contract for the purchase of that property;
- the nature of this certificate;
- the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Date

Signature of **Solicitor/Licensed Conveyancer**

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:**

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

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

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

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

82/3-7 Taylor Street, Lidcombe NSW 2141

Additional clauses forming part of this contract

Dated:

between: Jane Coutts

(Vendor)

and:

(Purchaser)

33. Alterations to printed form

33.1 Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place".

33.2 Clause 8.1.1 is amended by deleting "on reasonable grounds".

33.3 Clause 8.1.2 is amended by deleting "and those grounds".

33.4 Clauses 10.1.8 & 10.1.9: replace the word "substance" with "existence";

33.5 Clause 13.7.2 is amended by replacing the words "in addition to the price an amount calculated by multiplying the price by the GST rate" with the words "or immediately upon demand by the vendor in addition to the price an amount calculated by multiplying the price by the GST rate together with all interest and penalties under the GST Act".

33.6 Clause 14.4 of this contract is deleted and replaced with the following clause:-

"The parties must adjust any land tax for the year including any surcharge land tax (as defined in the Land Tax Act 1956)

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 has been paid or assessed to be paid by the Vendor".

33.7 Clauses 23.6 and 23.7 are deleted and replaced with the following clause;

"Notwithstanding anything disclosed in the contract, the Purchaser must pay any special levies or contributions which are not regular periodic contributions (hereafter called special levies) levied/determined on or before the contract date or after the contract date. Despite anything disclosed in the contract, the Vendor shall not be liable to pay or adjust any special levies".

33.8 Clause 23.9.1 is deleted.

33.9 Clause 23.13 is deleted and replaced with the following clause:-

"The Vendor authorises the Purchaser to obtain an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme";

33.10 Clause 23.14 of this contract is deleted.

33.11 Clause 24.1 of this contract is deleted.

33.12 Clause 24.3.3 of this contract is deleted.

33.13 Clause 29 of this contract is deleted.

34. Real Estate Agents

The purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. The right continues after completion.

35. Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion. In the event that a Notice to Complete is served upon the purchaser, the purchaser agrees to pay an adjustment on settlement in the sum of \$300 plus GST representing the vendor's additional legal cost.

36. Condition of property

The purchaser expressly acknowledge the following:

- 36.1 The purchaser is purchasing the property as a result of the purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and the purchaser shall not be at liberty to require the vendor to undertake any work to the property whatsoever.
- 36.2 The purchaser acknowledges that this contract represent the whole agreement between the parties and it is not relying upon any warranty or representation made by the vendor or any person on behalf of the vendor except such as are expressly contained in this contract.
- 36.3 The purchaser acknowledges that it is purchasing the property and shall take title subject to existing or proposed, water, sewerage and drainage, gas, electricity, telephone and other installations and services (if any) and shall not make any objection, requisition, claim for compensation or other claim or demand nor delay completion nor rescind or terminate this agreement in respect of or in consequence of or arising from any of the following matters;
- (i) the nature, location, availability or non-availability of any such services;
 - (ii) any sewer main or the mains or connections for or of any relevant authority for

- or supplier of any such services passing in or over or through the property;
- (iii) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or mains, pipes or connections thereof;
 - (iv) any defects in such installations and services;
 - (v) any gardens and lawns on the property;
 - (vi) any rainwater downpipe being connected to the sewer; and
 - (vii) whether any easement has or has not been granted and or registered in respect of any services or installations referred to by this clause either to and/or passing over or through the subject property and/or any adjoining property.

36.4 The vendor is not required to maintain any gardens and lawns on the property.

37. Capacity

37.1 Without in any way limiting, negating 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 either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

37.1.1 dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or

37.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

37.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

38. Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of

liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

39. Deposit less than 10%

If the deposit payable by the purchaser is less than 10% of the purchase price payable under this Contract, the parties agree that if the deposit is to be forfeited to the vendor at any time for any reason, then the full amount of 10% of the purchase price will become immediately due and payable by the purchaser to the vendor as a liquidated debt.

40. GST

The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

41. Release of deposit

The purchaser agrees that should the vendor so requires, the purchaser will release the deposit paid herein to the vendor on condition that such moneys are used by the vendor as a deposit to purchase another property and the payment of stamp duty and settlement monies associated with such purchase. No further authority or consent will be required from the purchaser other than as contained in this special condition.

42. Requisitions on title

The purchaser agrees that the only form of general title requisitions on title the purchaser may make pursuant to clause 5 shall be the Requisitions on Title enclosed.

43. Tenancies

If the property is sold subject to any tenancy residential or commercial, the purchaser cannot make a claim, claim for compensation or raise a requisition or rescind or terminate or delay completion if any tenant vacates any part of the property on or before completion.

The Vendor does not warrant that any lease will be in force at completion. The Purchaser has satisfied itself about any existing lease or tenancy.

REQUISITIONS ON TITLE

Purchaser:

Vendor:

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
 3. Are there any give and take fences?
 4. Are there any agreements with neighbours relating to fencing?
 5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
 6. Has the vendor any water licence or rights under the Water Management Act 2000?
-

-
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
 8. Are there any enclosure permits that attach to the property?
 9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
 10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
 11. Is there any application to the Crown for purchase or conversion of a holding?
 12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?
-



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 82/SP92417

SEARCH DATE	TIME	EDITION NO	DATE
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29/1/2025	10:12 AM	2	12/1/2018

LAND

LOT 82 IN STRATA PLAN 92417
AT LIDCOMBE
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

JANE COUTTS

(T AN36014)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP92417
- 2 SP92417 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dda0207000

PRINTED ON 29/1/2025



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP92417

SEARCH DATE 29/1/2025 TIME 10:13 AM EDITION NO 4 DATE 28/2/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 92417 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIDCOMBE LOCAL GOVERNMENT AREA CUMBERLAND PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND TITLE DIAGRAM SP92417

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 92417 ADDRESS FOR SERVICE OF DOCUMENTS: C/ - SARRAF STRATA PO BOX 520 HURSTVILLE NSW 1481

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 92119 RIGHT OF WAY APPURTENANT TO THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE LAND SHOWN SO BURDENED IN VOL 5640 FOL 113
3 AM859087 POSITIVE COVENANT
4 AM878320 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION PREMISES NO. 77664 AFFECTING THE PART DESIGNATED (P) TOGETHER WITH RIGHT OF WAY DESIGNATED (R) & EASEMENTS FOR ELECTRICITY WORKS DESIGNATED (E1), (E2), (E3) & (E4) IN PLAN WITH AM878320. EXPIRES: 19/10/2067. OPTION OF RENEWAL: 25 YEARS.
5 SP92417 RESTRICTION(S) ON THE USE OF LAND
6 AN199463 INITIAL PERIOD EXPIRED
7 AN940033 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 92417

Table with 8 columns: LOT, ENT, LOT, ENT, LOT, ENT, LOT, ENT. Rows show unit entitlements for lots 1-8.

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP92417

PAGE 2

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

STRATA PLAN 92417

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 108	10	- 111	11	- 110	12	- 83
13	- 109	14	- 108	15	- 112	16	- 111
17	- 85	18	- 109	19	- 109	20	- 113
21	- 112	22	- 86	23	- 110	24	- 111
25	- 113	26	- 112	27	- 88	28	- 111
29	- 112	30	- 115	31	- 114	32	- 89
33	- 112	34	- 114	35	- 116	36	- 115
37	- 91	38	- 113	39	- 115	40	- 118
41	- 119	42	- 92	43	- 117	44	- 124
45	- 123	46	- 94	47	- 118	48	- 108
49	- 106	50	- 109	51	- 109	52	- 110
53	- 108	54	- 109	55	- 109	56	- 109
57	- 112	58	- 109	59	- 110	60	- 110
61	- 110	62	- 113	63	- 111	64	- 112
65	- 112	66	- 115	67	- 115	68	- 112
69	- 113	70	- 116	71	- 114	72	- 115
73	- 114	74	- 115	75	- 118	76	- 115
77	- 116	78	- 115	79	- 116	80	- 119
81	- 117	82	- 118	83	- 138	84	- 119
85	- 121	86	- 121	87	- 119	88	- 140
89	- 122	90	- 124	91	- 43		

NOTATIONS

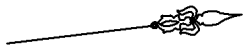
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dda0207000

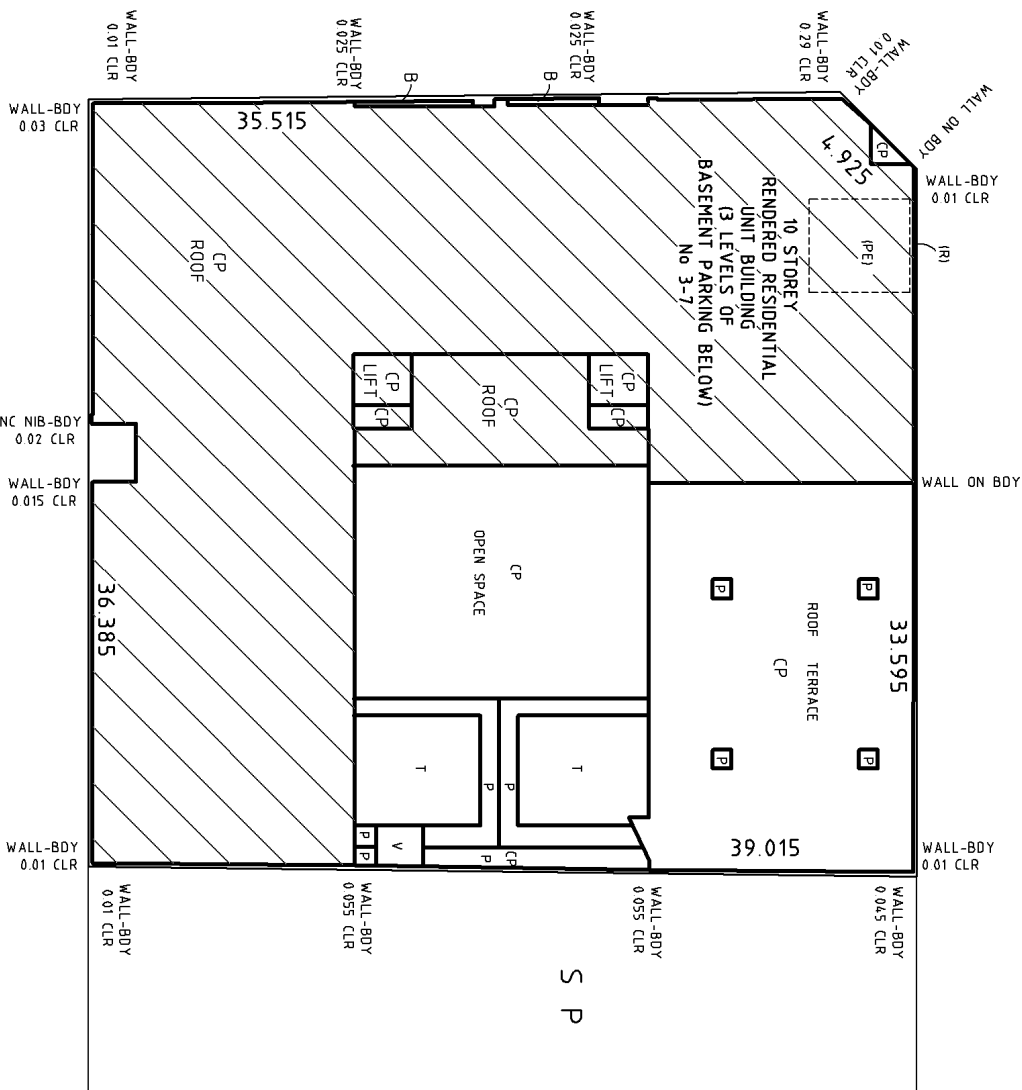
PRINTED ON 29/1/2025

LOCATION PLAN



LANE

- V VOID (CP)
- B BALCONY
- P PLANTER
- T TERRACE
- CP COMMON PROPERTY
- (RI) RIGHT OF WAY 0.155 WIDE (VIDE AM878320)
- (PE) SUBSTATION PREMISES No.77664. (VIDE AM878320)




TAYLOR

STREET

LANE

S P 77328

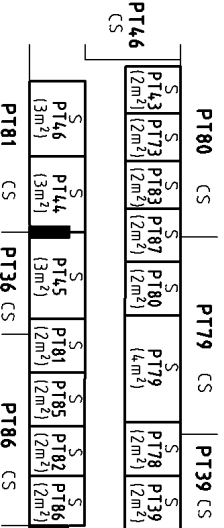
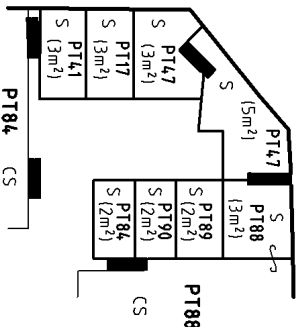
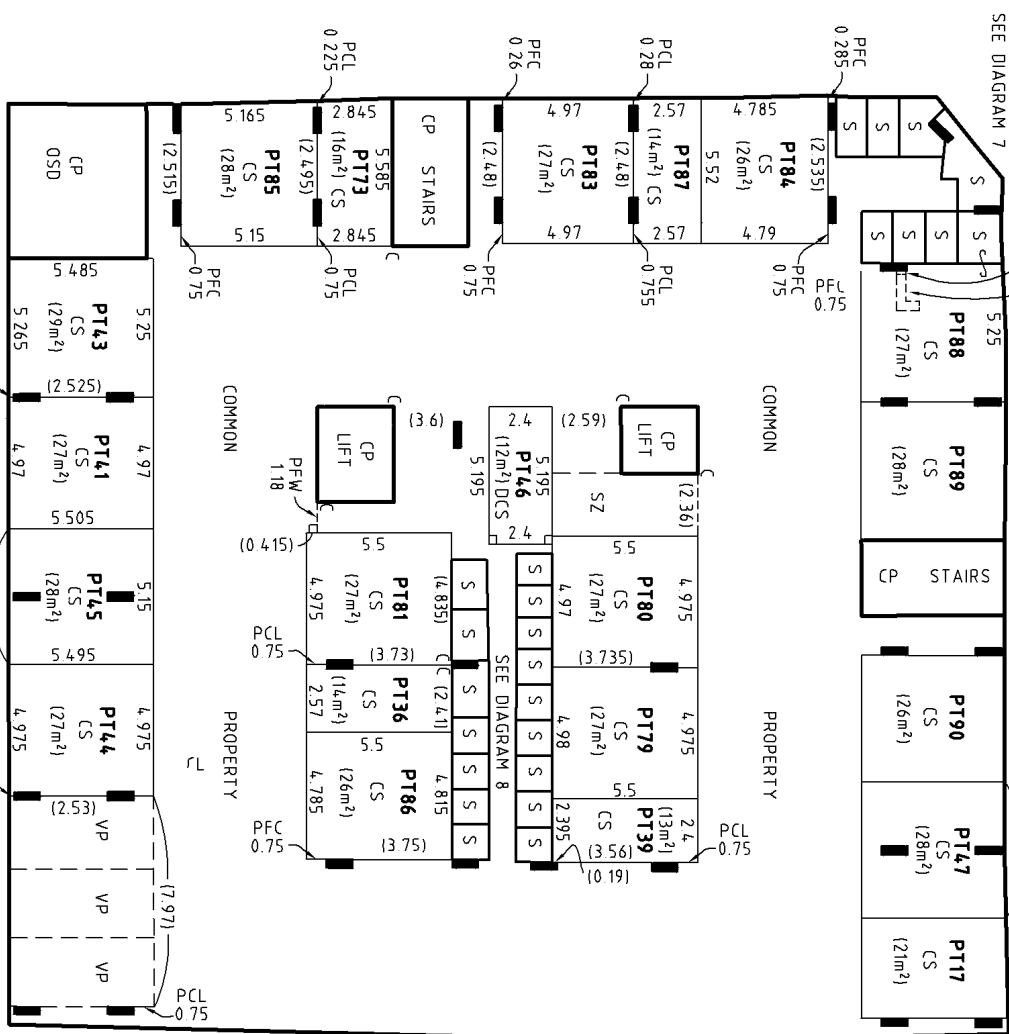
Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**

Registered:

23.11.2017

SP92417

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

BASEMENT 1



- C CORNER OF WALL
- DCS DISABLED CARSPACE
- VP VISITOR PARKING (CP)
- CS CARSPACE
- CP COMMON PROPERTY
- S STORE
- SZ SHARED ZONE (CP)
- OSD ON-SITE STORMWATER DETENTION (CP)
- PCL PROLONGATION OF CENTRE LINE OF COLUMN
- PFC PROLONGATION OF FACE OF COLUMN
- PFW PROLONGATION OF FACE OF WALL

(E2) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.35 WIDE (VIDE AN878320)

(E3) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.11 WIDE (VIDE AN878320)

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

Surveyor: **WAYNE R DAVIS**

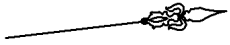
Surveyors Ref: **TAYLOR-SP**

Subdivision No: **082016**

Registered: **23.11.2017**

SP92417

GROUND LEVEL

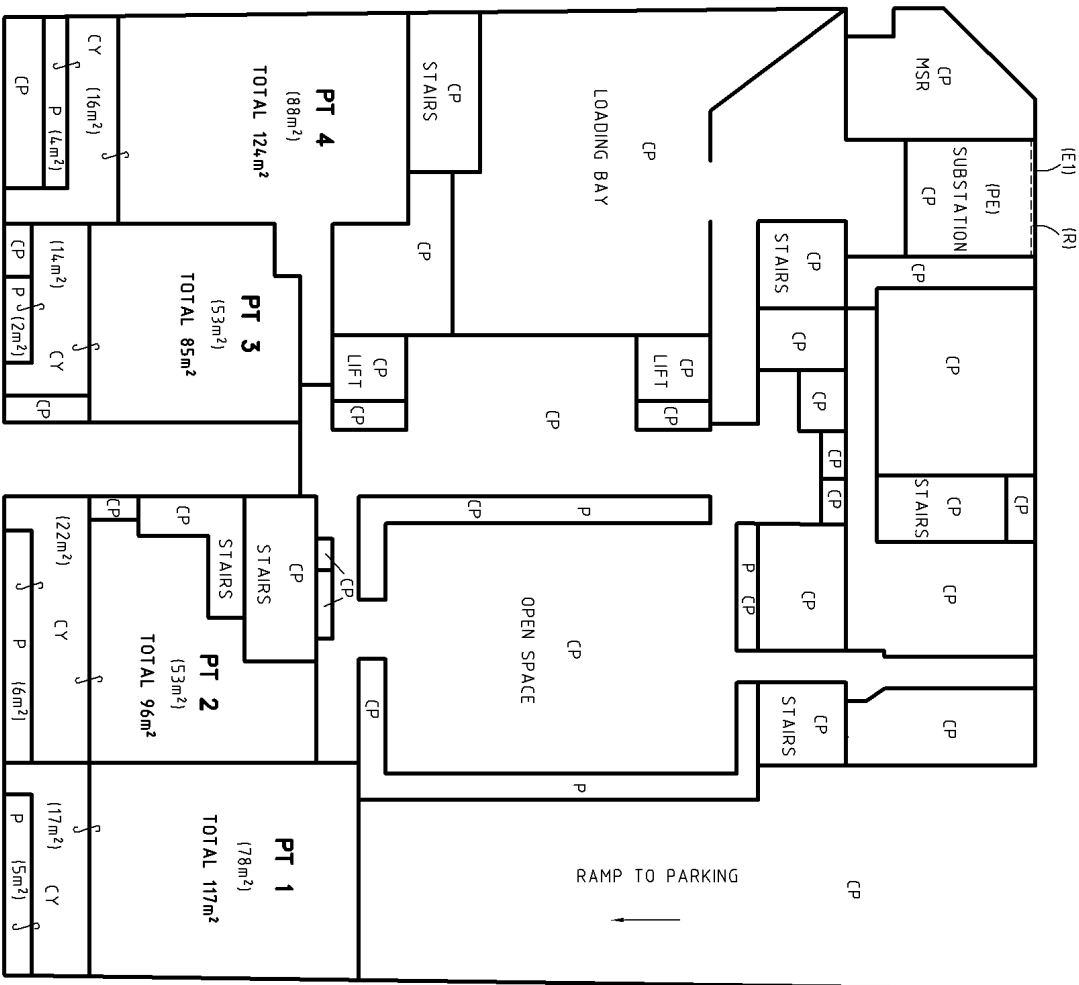


MSR MAIN SWITCH ROOM
 CP COMMON PROPERTY
 CY COURTYARD
 P PLANTER

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT, EXCEPT WHERE COVERED, WITHIN THESE LIMITS AND IN DEPTH TO 3 METRES BELOW THE AFOREMENTIONED UPPER SURFACE, EXCEPT WHERE THERE IS A CONCRETE BASE.

THE STRATUM OF THE PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



(R) - RIGHT OF WAY 0.155 WIDE (VIDE AM878320)

(PE) - SUBSTATION PREMISES No 77664 (VIDE AM878320)

(E1) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.2 WIDE (VIDE AM878320)

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: WAYNE R DAVIS

Surveyors Ref: TAYLOR-SP

Subdivision No: 082016

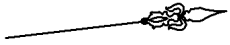
Lengths are in metres. Reduction Ratio 1: 200

Registered:



23.11.2017

SP92417



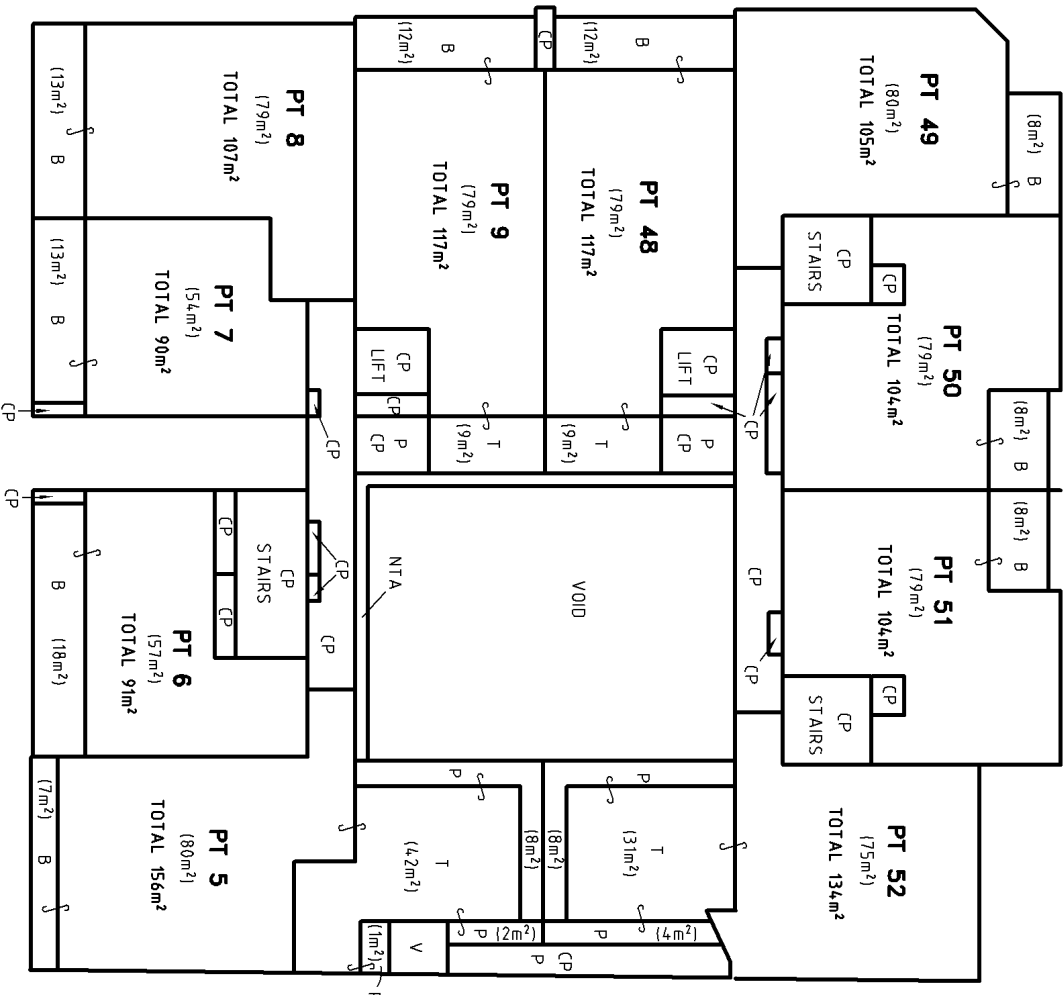
LEVEL ONE

- N/A NON-TRAFFICABLE AREA (CP)
- CP COMMON PROPERTY
- B BALCONY
- P PLANTER
- T TERRACE
- V VOID (CP)

THE STRATUM OF THE BALCONIES & TERRACES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS

THE STRATUM OF THE PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY



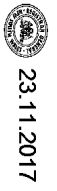
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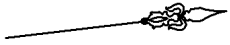
Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**

Registered: **23.11.2017**

SP92417

Lengths are in metres. Reduction Ratio 1: 200



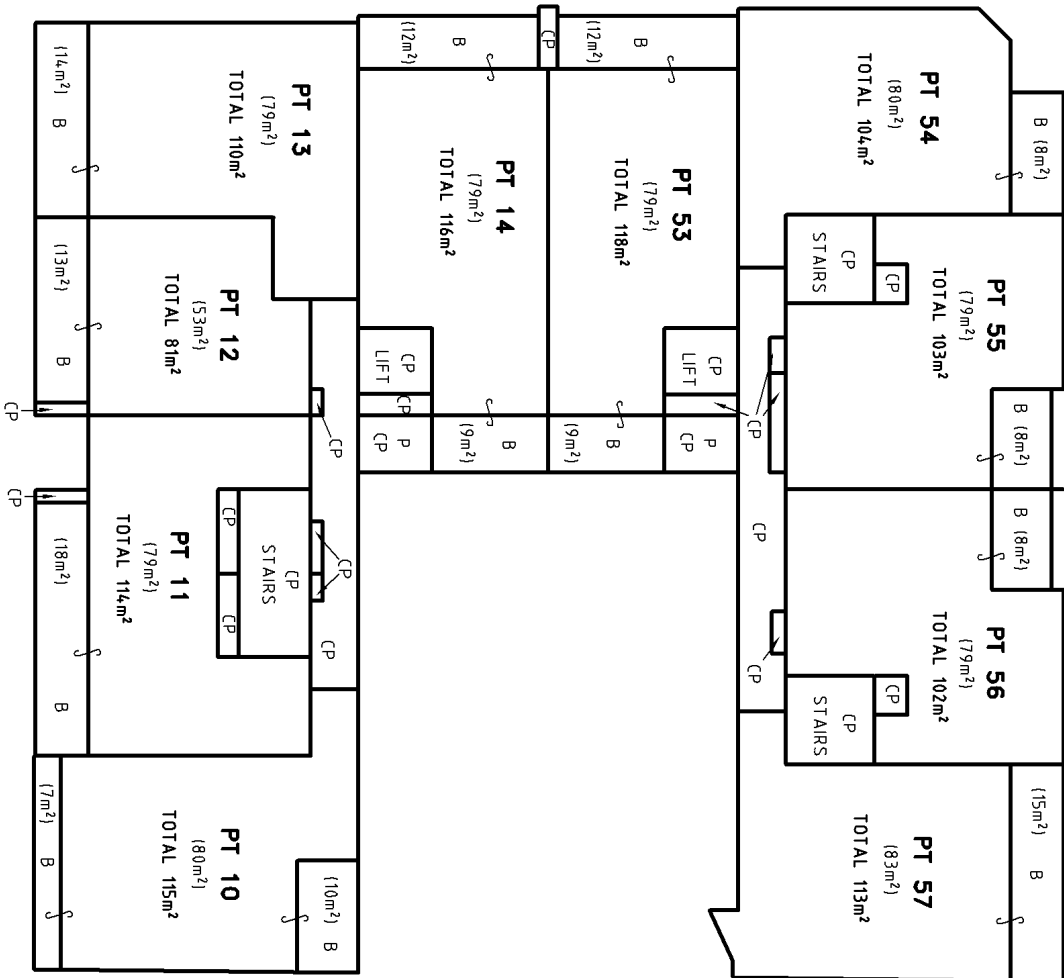


LEVEL TWO

CP COMMON PROPERTY
B BALCONY
P PLANTER

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

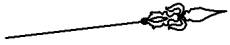
AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**
 Registered: **23.11.2017**
SP92417

Lengths are in metres. Reduction Ratio 1: 200

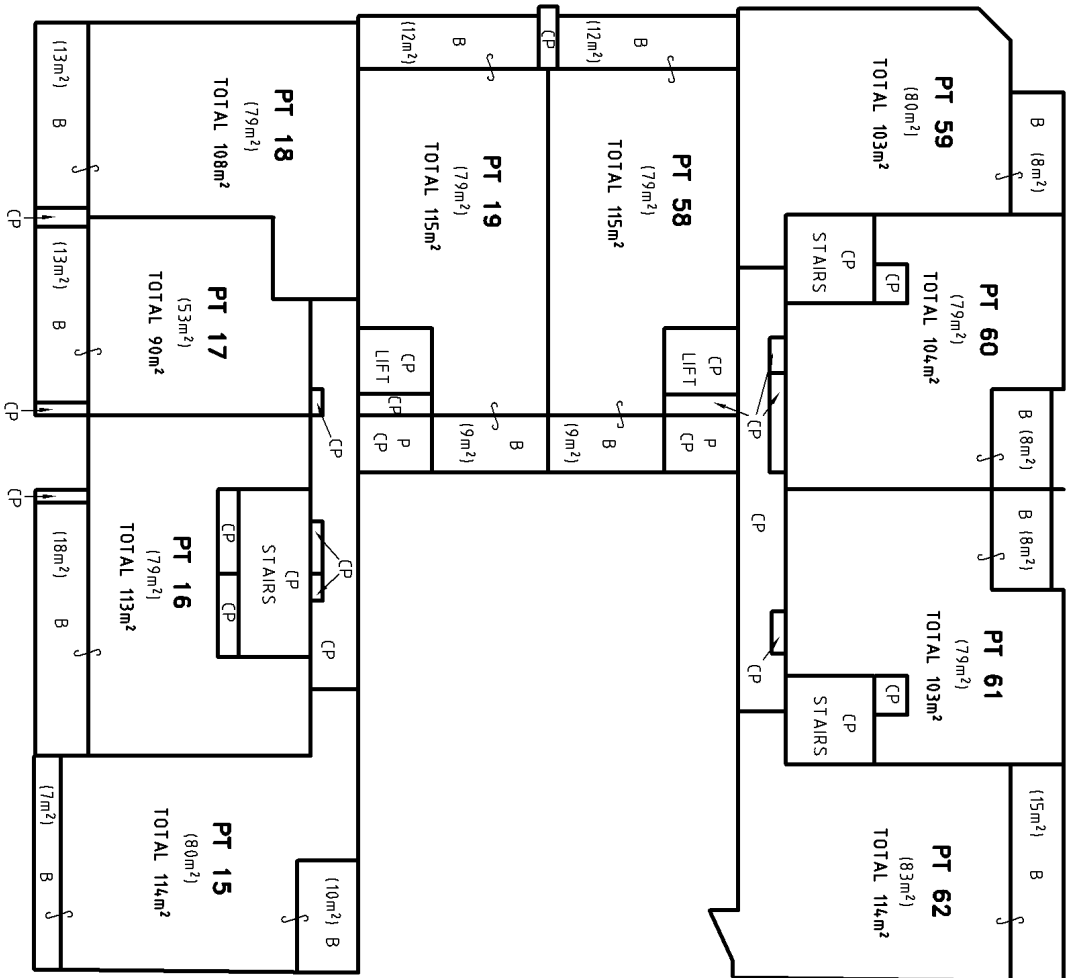


LEVEL THREE

CP COMMON PROPERTY
B BALCONY
P PLANTER

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



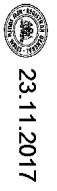
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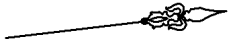
Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**

Registered: **23.11.2017**

SP92417

Lengths are in metres. Reduction Ratio 1: 200



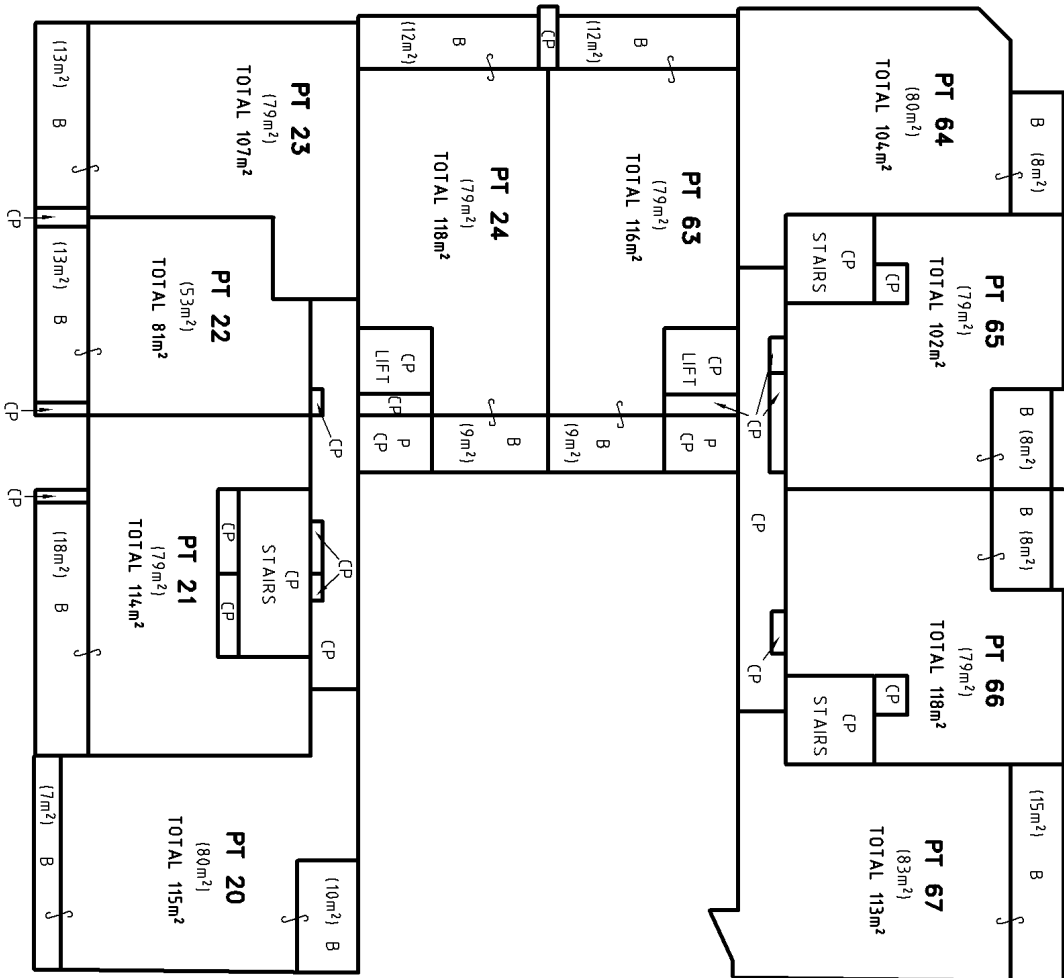


LEVEL FOUR

CP COMMON PROPERTY
B BALCONY
P PLANTER


THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



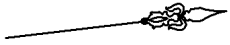
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Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**
 Lengths are in metres. Reduction Ratio 1: 200

Registered:  **23.11.2017**

SP92417

LEVEL FIVE

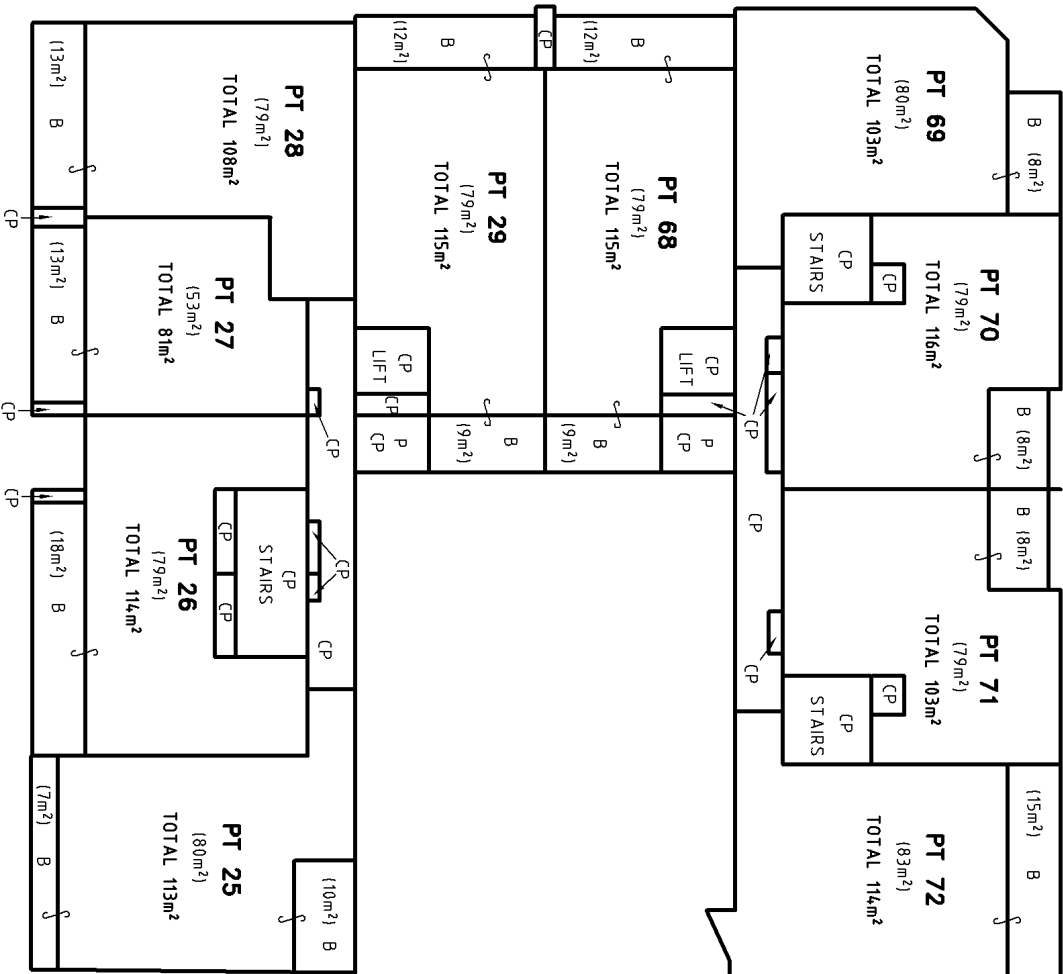


CP COMMON PROPERTY
 B BALCONY
 P PLANTER

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

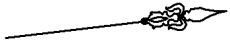
AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**
 Registered: **23.11.2017**
SP92417

Lengths are in metres. Reduction Ratio 1: 200

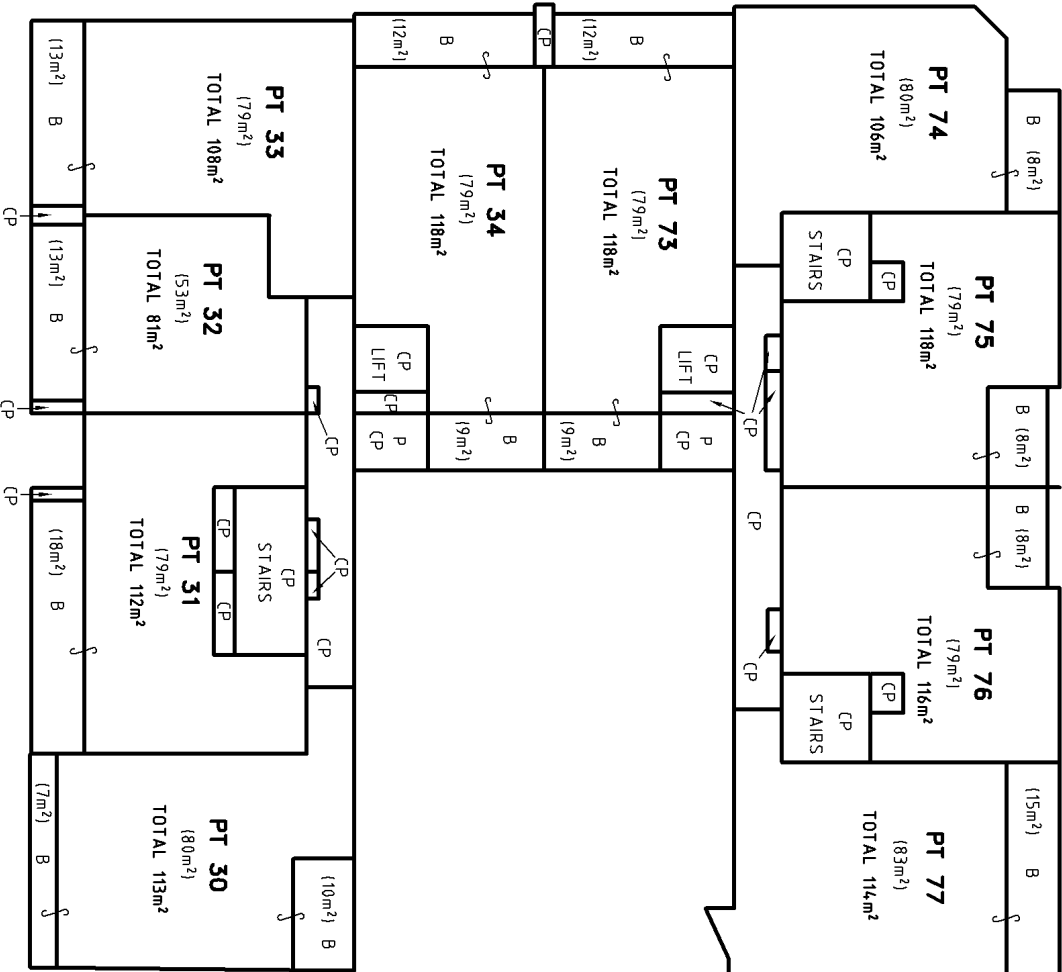


LEVEL SIX

CP COMMON PROPERTY
B BALCONY
P PLANTER

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

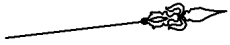
AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**
 Registered: **23.11.2017**
SP92417

Lengths are in metres. Reduction Ratio: 1: 200

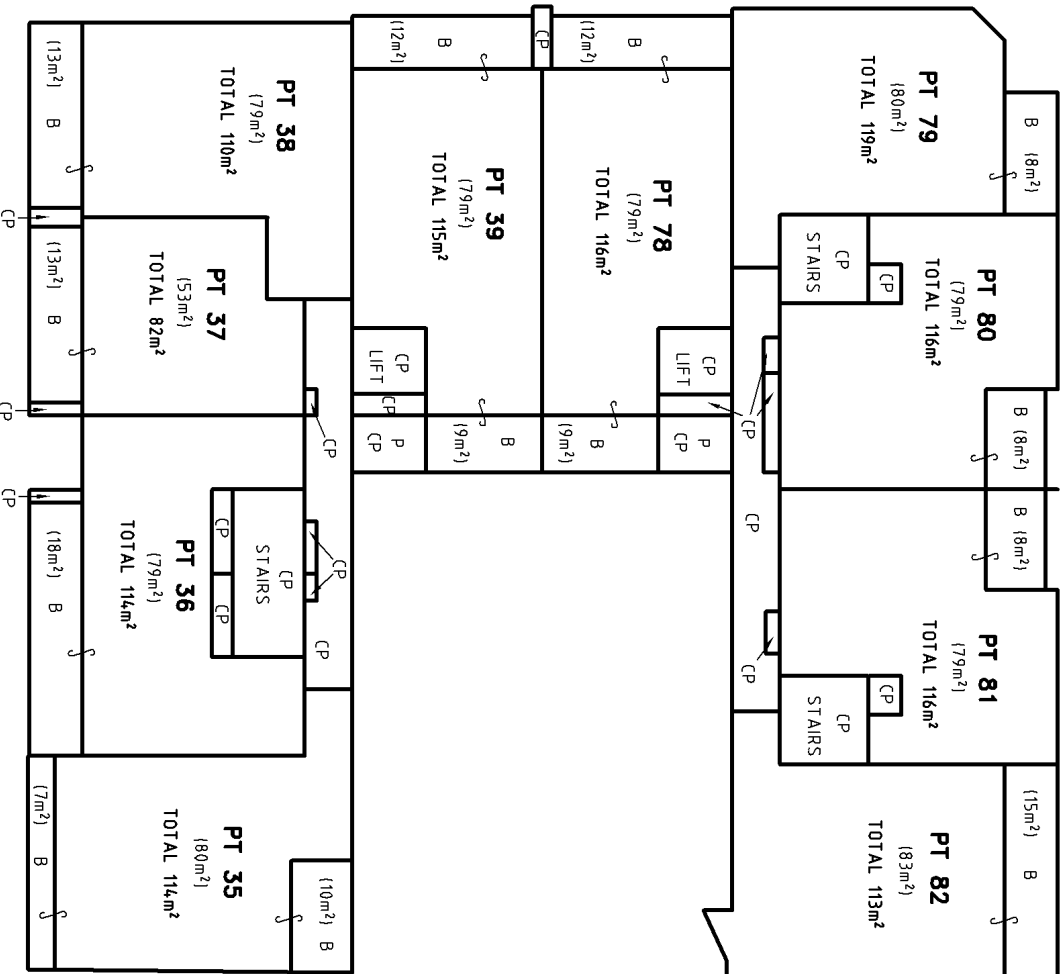


LEVEL SEVEN

CP COMMON PROPERTY
B BALCONY
P PLANTER

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

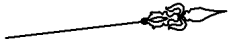
AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**
 Registered: **23.11.2017**
SP92417

Lengths are in metres. Reduction Ratio 1: 200

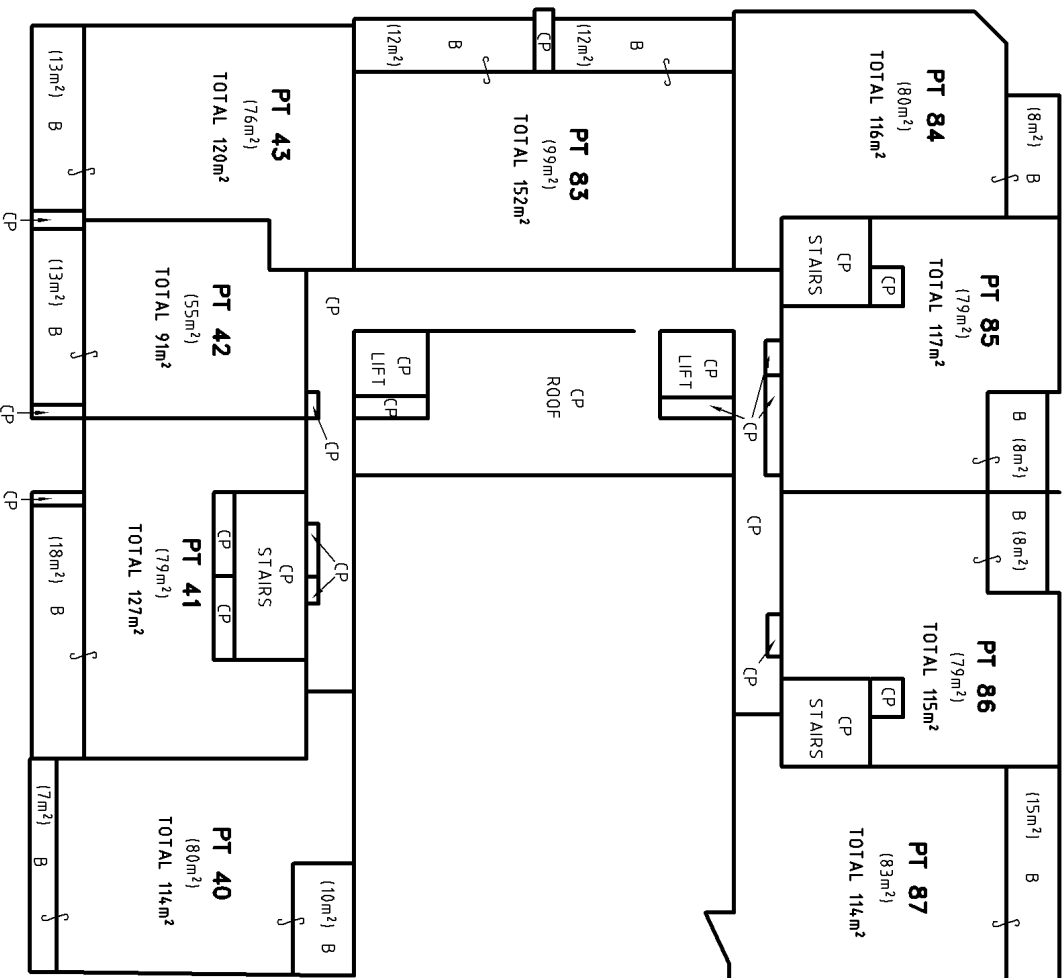


LEVEL EIGHT

CP COMMON PROPERTY
B BALCONY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

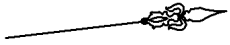
AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**
 Registered: **23.11.2017**
SP92417

Lengths are in metres. Reduction Ratio 1: 200

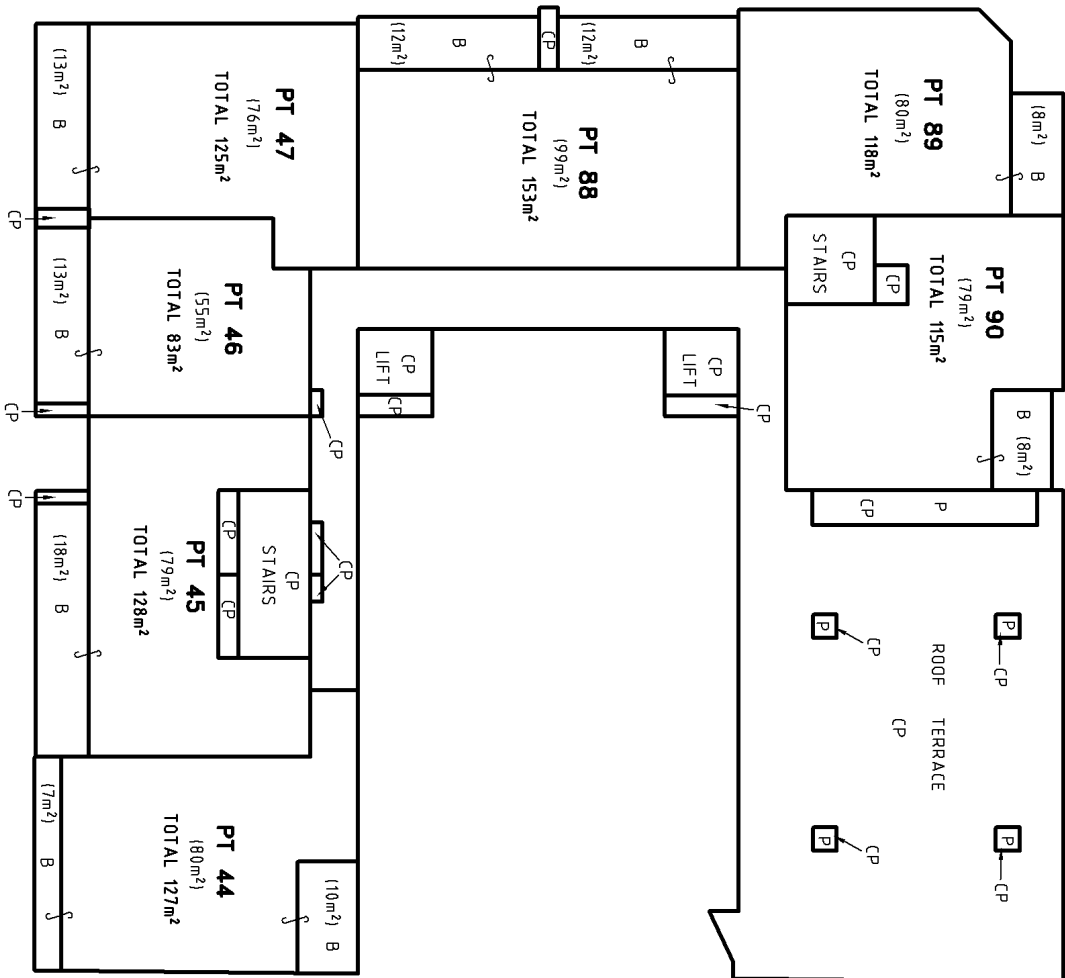


LEVEL NINE

CP COMMON PROPERTY
B BALCONY
P PLANTER

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

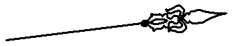
Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**

Registered:  **23.11.2017**

SP92417

Lengths are in metres. Reduction Ratio 1: 200

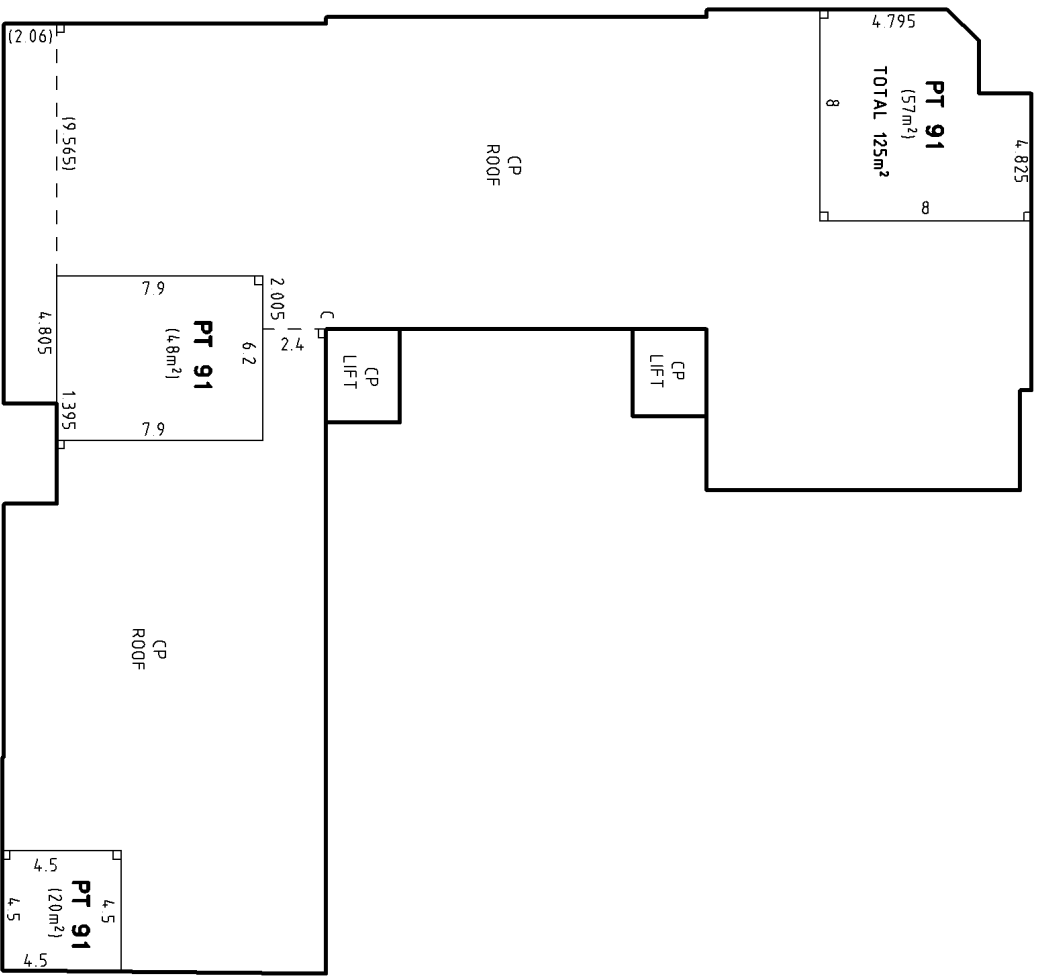
**LEVEL TEN
ROOF**



CP COMMON PROPERTY
C CORNER OF WALL

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF LOT 91 IS LIMITED IN HEIGHT TO 6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150


Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **TAYLOR-SP**
 Subdivision No: **082016**
 Lengths are in metres. Reduction Ratio 1: 200

Registered:
23.11.2017

SP92417

SP FORM 3.01 **STRATA PLAN ADMINISTRATION SHEET** Sheet 1 of 4 sheet(s)

Office Use Only
Registered:  23.11.2017

Office Use Only

SP92417 S

PLAN OF SUBDIVISION OF:
LOT 10 IN DP 1232879

LGA: CUMBERLAND
Locality: LIDCOMBE
Parish: LIBERTY PLAINS
County: CUMBERLAND

This is a *~~FREEHOLD~~/~~LEASEHOLD~~ Strata Scheme

Address for Service of Documents
3-7 TAYLOR STREET
LIDCOMBE, NSW, 2141


Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:
~~* 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)
* The strata by-laws lodged with the plan.

Surveyor's Certificate

I, **WAYNE R DAVIS**
URBANEX PTY LTD
of **PO BOX 34 CHESTER HILL NSW 2162**
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

~~* The building encroaches on:~~
*(a) a public place
*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^

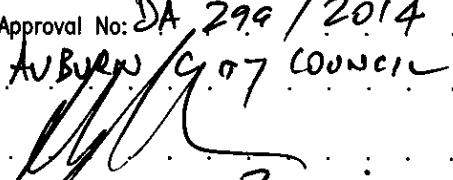
Signature: 
Date: **8 / 11 / 2017**
Surveyor ID: **908**
Surveyor's Reference: **TAYLOR-SP**

^ Insert the Deposited Plan number or Dealing number of the instrument that created the easement


Strata Certificate (Accredited Certifier)
DENNY LINKER being an Accredited Certifier, accreditation number **BB 0232**, 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 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

~~*(a) This plan is part of a development scheme.~~
~~*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* 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 section 63 *Strata Schemes Development Act 2015*.~~

Certificate Reference: **082016**
Relevant Planning Approval No: **DA 299 / 2014**
issued by: **URBANEX / 907 COUNCIL**

Signature: 
Date: **10 NOV 2017**

^ Insert lot numbers of proposed utility lots.

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  23.11.2017	SP92417	

VALUER'S CERTIFICATE


I, Max Grant of Landmark White (Sydney) Pty Ltd 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: 10/11/17

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	106	31	114	62	113
2	85	32	89	63	111
3	88	33	112	64	112
4	117	34	114	65	112
5	119	35	116	66	115
6	88	36	115	67	115
7	82	37	91	68	112
8	107	38	113	69	113
9	108	39	115	70	116
10	111	40	118	71	114
11	110	41	119	72	115
12	83	42	92	73	114
13	109	43	117	74	115
14	108	44	124	75	118
15	112	45	123	76	115
16	111	46	94	77	116
17	85	47	118	78	115
18	109	48	108	79	116
19	109	49	106	80	119
20	113	50	109	81	117
21	112	51	109	82	118
22	86	52	110	83	138
23	110	53	108	84	119
24	111	54	109	85	121
25	113	55	109	86	121
26	112	56	109	87	119
27	88	57	112	88	140
28	111	58	109	89	122
29	112	59	110	90	124
30	115	60	110	91	43
		61	110	AGGREGATE	10000

SP FORM 3.08 (Annexure) STRATA PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

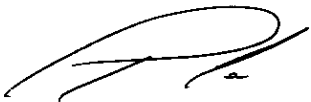
Office Use Only	Office Use Only
Registered:  23.11.2017	SP92417

This sheet is for the provision of the following information as required:

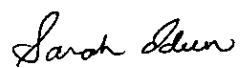
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals – see section 22 Strata Schemes Development Act 2015

FRED NASSIF
 SOLE DIRECTOR/SECRETARY
TAYLORLAND PTY LTD
ACN: 169 813 996


CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900
BY THE PERSON NAMED BELOW WHO SIGNED THIS INSTRUMENT PURSUANT
TO THE POWER OF ATTORNEY SPECIFIED

ATTORNEY 
NAME ANDREW POPE
POSITION RELATIONSHIP EXECUTIVE
ON BEHALF COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
POWER OF ATTORNEY BOOK 4548 NO 494

I CERTIFY THE PERSON SIGNING ABOVE, WITH WHOM I AM PERSONALLY
ACQUAINTED OR AS TO WHOSE IDENTITY I AM OTHERWISE SATISFIED
SIGNED THIS INSTRUMENT IN MY PRESENCE

SIGNATURE OF WITNESS 
NAME OF WITNESS SARAH JABIEN
ADDRESS OF WITNESS 101 GEORGE ST PARRAMATTA NSW

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
--------------------------------	---	-----------------------

Office Use Only	Only
Registered:  23.11.2017	SP92417

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see section 22 *Strata Schemes Development Act 2015*

*Pursuant to Section 88B of the Conveyancing Act 1919 and Section 38(1)
of Strata Schemes Development Act 2015 it is intended to create:*

1. Restriction On Use of Land

Surveyors' Reference: TAYLOR-SP

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF
LAND INTENDED TO CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 AS AMENDED**

Plan: Plan of subdivision of Lot 101 in DP
1232879 Covered by Council.....
Certificate No. *P.82016*....of 10/11/2017



SP92417 B

(Sheet 1 of 2 Sheets)

Full name and address of proprietors
of the land: Taylorland Pty Ltd
3/380 Pennant Hills Road
Pennant Hills NSW 2120

PART 1 (CREATION)

1. Identify of the Restriction On Use Of Land Restriction On Use of Land
firstly referred to in abovementioned plan

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Authority Benefited

Common Property
And ~~Whole Lot~~
All Lots

Cumberland Council

AUTHORISED PERSON

PART 2 (TERMS)

**TERMS OF RESTRICTION ON USE OF LAND FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

The on-site car parking spaces, exclusive of service and visitor spaces, are not to be used by those other than the occupant or tenant of the building constructed on the land. Any occupant, tenant, lessee or registered proprietor of the land or part thereof shall not enter into an agreement to lease, licence or transfer ownership of any car parking spaces to those other than an occupant, tenant or lessee of the building constructed on the land.

AUTHORISED PERSON

Signed in my presence by

TAYLORLAND PTY LTD
.....
(Name of Proprietor)

Fred Nassif ^{SOLE} DIRECTOR / SECRETARY
.....
(Signature of Proprietor)
FRED NASSIF

FN *R* *M*

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF
LAND INTENDED TO CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 AS AMENDED**

Plan: **SP92417**

Plan of subdivision of Lot 101 in DP
1232879 Covered by Council.....
Certificate No. 082016.....of 10/11/2017



STEVE PARROTT

Authorised officer as Delegate of
Cumberland Council pursuant to S.378
of the Local Government Act 1993 and
I certify I have no notice of revocation
of such Delegation

(Sheet 2 of 2 Sheets)

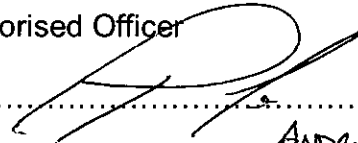
Approved by **CUMBERLAND COUNCIL**

*I certify that I am
eligible witness and that
the delegate signed in my
presence*

B. Sudarson.
SUDARSON BALASUBRAMANIAM
16 MEMORIAL AVENUE
MERRYLANDS NSW 2160

Approved by **MORTGAGEE**

Authorised Officer




Signature of Mortgagee

ANDREW PORE
RELATIONSHIP EXECUTIVE

PARLAMENTA
Signed at NSW the *3RD* day of
NOVEMBER 2017 For Commonwealth
Bank of Australia A.C.N. 123 123 124 by its
Duly appointed Attorney under Power of Attorney
Book 4297 No. *298*

Witness



JANINE SIM
RELATIONSHIP
EXECUTIVE

REGISTERED  23.11.2017



MEMORANDUM OF TRANSFER.

(26 VICTORIA No. 9.)

92119

FEE SIMPLE.

Deeds should be registered, or the contingent interest will be noted on the new Certificate. A statutory declaration should accompany, stating whether the Transfer is made, and if so, the date of marriage. If before January, 1897, the wife must execute and acknowledge a Release of her share in the land for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the mortgage were made before no stamp attaches.

I, Sarah Riley wife of John Thomas Riley of Burwood Auctioneer

with a power of appointment being registered as the proprietor of an Estate in fee simple, in the land hereinafter described subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, - in consideration of seventy four

pounds (£74)

paid to me by Maclata Throwden wife of John Throwden of Brookwood Marble Mason out of moneys belonging to her separate estate the receipt whereof I hereby acknowledge. Do hereby give and grant unto the said Maclata Throwden a power of appointment by any instrument under the seal of my hand or by will or codicil which instrument shall and shall be fully authorized and empowered to execute at any time notwithstanding her present or any future Contract and independently and without the privity or consent of her present or any future husband over

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^s

situate in^b

being^d part of the land comprised in^d Certificate of title

dated 23rd June 1884 registered volume No. 886

folio^e 212 and being lots 14 and 15 of section 1. on Deposition Plan No 846 Together with a right of way over the fence over and along the reserve adjoining the said lots to the lane at the rear thereof.

And I do hereby also in further exercise of my said power of appointment and also out of my said estate and interest as a registered proprietor have for the said land (subject to the power of appointment hereinbefore given to the said Maclata Throwden) to the said Maclata Throwden free from the debt, contract, obligation or interest of her present or any future husband for her separate use and benefit, and to her

- a. The name of the proprietor or proprietors in full.
- b. A brief description of the land and the required situation.
- c. All existing encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon (s. 12(3)).
- d. If the land is situated in a town, the name of the town.
- e. Name, rank, or other description of the person or persons by whom the land is conveyed.
- f. The name of the person or persons to whom the land is conveyed.
- g. Any other matters which may be required to be stated in the instrument.
- h. Any other matters which may be required to be stated in the instrument.
- i. Any other matters which may be required to be stated in the instrument.
- j. Any other matters which may be required to be stated in the instrument.
- k. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- l. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- m. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- n. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- o. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- p. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- q. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- r. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- s. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- t. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- u. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- v. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- w. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- x. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- y. If more than one person is named as proprietor, the names of all the persons named as proprietors.
- z. If more than one person is named as proprietor, the names of all the persons named as proprietors.

Legal Representative

m If this instrument be signed or acknowledged before the Registrar General or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the ATTESTING WITNESSES must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the Colony. If the parties be resident without the Colony, but in any British Possession, the instrument must be signed or acknowledged before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferor signs by a mark, the attestation must state "that the instrument was read over or explained to him, and that he appeared fully to understand the same."

n Repeat attestation for additional parties if required.

o For the signature of the Transferee hereto an ordinary attestation is sufficient unless the instrument contain some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

In witness whereof, I have hereunto subscribed my name at Sydney the *seventeenth* day of *April* in the year of our Lord one thousand eight hundred and eighty *five*

Signed in my presence by the said

Sarah Riley

WHO IS PERSONALLY KNOWN TO ME

A. G. ...

Signed *Solicitor*

I the above named John Throusdon hereby consent to the foregoing transfer

Signed by the said John Throusdon who personally appeared before me in my presence.

John Throusdon
Transferrer.*

(Who will also sign Declaration in accordance with Dower Note at the top of the 1st page.)

*Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the said

Maria Throusdon

WHO IS PERSONALLY KNOWN TO ME

A. G. ...

Maria Throusdon
Transferee.

(* The above may be signed by the Solicitor when the signature of Transferee cannot be procured. See note "O" in margin.)
N.B.—Section 103 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

p See r. 40 c pag. 1.
This when filled up
should be signed by
the Transferor.

This is to certify, that *Margaret Ann* wife of the above named

John Thomas came before me, *William Wastott*
Abbott Deputy Registrar General [a Commissioner of the

will Supreme Court of New South Wales for taking Affidavits, not residing within ten miles of Sydney, and not being
will the person employed to prepare the within deed, and not being a party thereto; and she being by me examined
apart from her said husband, acknowledged that the within written instrument [the application thereto referred to
being annexed thereto, and considered as part thereof] was executed by her, and that she was acquainted with and
understood the nature and effect thereof; and she declared that she has so executed the same freely and voluntar-
ily, and without menace, force, or coercion, either on the part of her husband or of any other person.

Witness my hand at *Sydney* the *17th* day of *August* 188*8*
at _____ o'clock in the _____ noon.

Wastott

[NOTE.—This acknowledgment must be made before the Registrar General or his Deputy, if executed in Sydney or within ten miles thereof; if beyond that distance, then before any Commissioner for taking Affidavits, not within the exceptions stated in the form of Certificate.]

3m 48-61

FORM OF DECLARATION BY ATTESTING WITNESS.¹

Appeared before me, at _____, the _____
day of _____, one thousand eight hundred and _____

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the
name purporting to be such signature of the said _____

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

1 May be made before,
either Registrar
General, Deputy
Registrar General,
a Notary Public, J.P.,
or Commissioner for
Affidavits.

2 Not required if the
instrument itself be
made or acknowledged
before one of these
parties.

3 Name of witness and
residence.

4 Name of Transferor.

5 Name of Transferor.

6 Registrar General,
Deputy, Notary Public
J.P., or Commissioner
for Affidavits.


No 92119 Memorandum of Transfer of
Sibthund 15 Sect 1 on
deffplan 846 at Reckwood

Lodged by
A. Goumans
79 Chapel Street

S. Riley
Vendor.

Annatitia Thronden
Purchaser.

Particulars entered in the Register Book, Vol. 356
Folio 212
The 18th April 1883 at 12mb
part wood ch in the foreman

A. Goumans
Registrar General. 

750/205

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
No Transfer can be registered until the fees are paid.
If a part only of the land is transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on request. Land which is not to be transferred, but which is to be retained by the transferee, should be stated, and a new Certificate will then be prepared on request. Land which is not to be transferred, but which is to be retained by the transferee, should be stated, and a new Certificate will then be prepared on request.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on Transfer are 10s. and 20s. for every new Certificate, whether issued to a Trustee or required for the residue. In the case of a new Certificate issued to a Trustee, the fee of 10s. is reduced to 5s. if the fee of 20s. is paid at the time of the application.
The Transfer is complete from the moment it is registered.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order addressed to the Registrar-General.
N.B.- ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1862 ARE, ipso facto, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT, AND MUST BE DEALT WITH IN THE MANNER PROVIDED BY THAT ACT.

Form: 13PC
Release: 3.1

POSITIVE COVENANT
New South Wales



AM859087Q

Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE** 101/1232879

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any TAYLORLAND PTY LTD <i>13/380 Pennant Hills Rd, Pennant Hills NSW 2120</i>	CODE PC
Reference:		

(C) **REGISTERED PROPRIETOR**
Of the above land
TAYLORLAND PTY LTD ACN 169813 996

(D) **LESSEE MORTGAGEE or CHARGE**
Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AK545961	COMMONWEALTH BANK OF AUSTRALIA

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

(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: *B. Sudarson* Signature of authorised officer: *[Signature]*
 Name of witness: SUDARSON BALASUBRAMANIAM Name of authorised officer: STEVE PARROTT
 Address of witness: 16 MEMORIAL AVENUE, MERRYLANDS NSW, 2160 Position of authorised officer: MANAGER TECHNICAL ASSESSMENTS

(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) appear(s) below pursuant to the authority specified.

Company: TAYLORLAND PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]* Signature of authorised person: _____
 Name of authorised person: FRED NASSIF Name of authorised person: _____
 Office held: SOLE DIRECTOR / SECRETARY Office held: _____

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AK545961, 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]* Signature of mortgagee: *[Signature]*
 Name of witness: JANINE SIM Name of mortgagee: ANDREW POPE
 Address of witness: 101 GEORGE ST, PARRAMATTA NSW 2150 Address of mortgagee: RELATIONSHIP EXECUTIVE
SIGNED AT PARRAMATTA NSW THIS 3RD NOVEMBER 2017 FOR COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124 BY ITS DULY APPOINTED ATTORNEY UNDER POA BOOK 4297 NO 298

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 5 1303

Correct AM752446 does not prevent reg.

TERMS OF POSITIVE COVENANT FIRSTLY REFERRED TO IN THE ABOVE MENTIONED PLAN.

1. The proprietors of the Whole Lot hereby burdened with respect to the detention facility in Plan No. ~~Q5D-498~~... dated ~~07.09.2017~~. (Councils File Ref: ~~DA 299/2014~~) held in the offices of the Council of Cumberland, 16 Memorial Avenue, Merrylands shall:
 - a. Permit stormwater to be temporarily detained by the system.
 - b. Keep the detention facility clean and free from silt, rubbish and debris.
 - c. Maintain and repair the detention facility so that it functions in a safe and efficient manner, and in accordance with the attached the on site detention facility maintenance schedule.
 - d. Carry out the matters referred to in paragraphs (b) and (c) at the proprietor's expense.
 - e. Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.
 - f. Not make any alterations to the detention facility or elements thereof without prior written consent in writing of the Council.
 - g. Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
2. In the event of the proprietor/s failing to comply with the terms of any written notice served in respect of the matters in Clause 1 above, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover from the proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under section 88F of the Conveyancing Act, 1919. In carrying out any work under the Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.
3. Annual maintenance inspection summary of the on-site detention facility with associated certificates shall be sent to Council within the first month of every calendar year as detailed in the maintenance schedule submitted to Council.
4. In this Covenant "Council" means **CUMBERLAND COUNCIL**.

2015

FN

The name of the person empowered to release, vary or modify the Positive Covenant numbered items 1 and 2 in the plan – CUMBERLAND COUNCIL



STEVE PARROTT

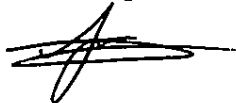
Authorised officer as Delegate of
Cumberland Council pursuant to S.378
of the Local Government Act 1993 and
I certify I have no notice of revocation
of such Delegation



ANDREW POPE
RELATIONSHIP EXECUTIVE

~~PARRAMATTA~~
Signed at NSW the 3RD day of
NOVEMBER 2017 For Commonwealth
Bank of Australia A.C.N. 123 123 124 by its
Duly appointed Attorney under Power of Attorney
Book 4297 No. 298

Witness



JANINE SIM
RELATIONSHIP EXECUTIVE

DETENTION SYSTEM MAINTENANCE SCHEDULE 3-7 TAYLORS RD, LIDCOMBE

MAINTENANCE	FREQUENCY	PERFORMED BY	PROCEDURE
Action			
Inspect and remove any blockage of orifice	Six monthly	Owner	Remove grate and screen to inspect orifice. See plan for location of discharge outlet pit.
Inspect screen and clean	Six monthly	Owner	Remove grate and screen if required to clean it.
Inspect flap valve and remove any blockage	Six monthly	Owner	Remove grate. Ensure flap valve moves freely and remove any blockages or debris.
Inspect pit sump and remove any sediment/sludge	Six monthly	Owner	Remove grate and screen. Remove sediment/sludge build-up and check orifice and flap valve clear.
Inspect grate for damage or blockage	Six monthly	Owner	Check both sides of grate for corrosion, (especially corners and welds) damage or blockage.
Inspect and remove any debris/litter/mulch etc blocking grates of return pit	Six monthly	Owner	Remove blockages from grate and check if pit blocked.
Inspect storage areas and remove debris/mulch/litter etc likely to block screens/grates	Six monthly	Owner	Remove debris and floatable material likely to be carried to grates.
Check attachment of orifice plate to wall of pit (gaps less than 5mm)	Annually	Maintenance Contractor	Remove grate and screen. Ensure plate mounted securely, tighten fixings if required. Seal gaps as required.
Check orifice diameter correct and retains sharp edge	Five yearly	Maintenance Contractor	Compare diameter to design (see Work-as-Executed) and ensure edge is not pitted or damaged.
Check attachment of screen to wall of pit	Annually	Maintenance Contractor	Remove grate and screen. Ensure screen fixings secure. Repair as required.
Check screen for corrosion	Annually	Maintenance Contractor	Remove grate and examine screen for rust or corrosion, especially at corners or welds.
Inspect overflow weir and remove any blockage	Six monthly	Maintenance Contractor	Remove grate and open cover to ventilate underground storage if present. Ensure weir clear of blockages.
Empty basket at overflow weir (if present)	Six monthly	Maintenance Contractor	Remove grate and ventilate underground storage chamber if present. Empty basket, check fixings secure and not corroded.
Inspect pit walls (internal and external, if appropriate) for cracks or spalling.	Annually	Maintenance Contractor	Remove grate to inspect internal walls. Repair as required. Clear vegetation from external walls if necessary and repair as required.
Inspect outlet pipe and remove any blockage	Six monthly	Maintenance Contractor	Remove grate and screen. Ventilate underground storage if present. Check orifice and remove any blockages in outlet pipe. Flush outlet pipe to confirm it drains freely. Check for sludge/debris on upstream side of return line (if relevant)
Check step irons for corrosion	Annually	Maintenance Contractor	Remove grate. Examine step irons and repair any corrosion or damage

4 of 5

FW


MAINTENANCE	FREQUENCY	PERFORMED BY	PROCEDURE
Action			
Check step irons for corrosion	Annually	Maintenance Contractor	Remove grate. Examine step irons and repair any corrosion or damage
Check fixing of step irons is secure	Six monthly	Maintenance Contractor	Remove grate and ensure fixings secure prior to placing weight on step iron.
Inspect internal walls of return pit (and external, if appropriate) for cracks or spalling.	Annually	Maintenance Contractor	Remove grate to inspect internal walls. Repair as required. Clear vegetation from external walls if necessary and repair as required.
Inspect storages for subsidence near pits	Annually	Maintenance Contractor	Check along drainage lines and at pits for subsidence likely to indicate leakages.

FN



Form: 07L
Release: 4.5

LEASE
New South Wales
Real Property Act 1900

AM878320E

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.

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

plan fee raised

Property leased
Certificate of Title Lot 101 in DP1232879
PART being the premises shown as "(P) - SUBSTATION PREMISES NO. 77664" on the plan annexed marked "A" together with the right of way 0.155 metres wide and easements referred to in Clauses 1,2,3,4 and 5 of Annexure "A".

(B) LODGED BY

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>TAYLORLAND PTY LTD ACN 169813 996</i> <i>PO BOX 187 PENNANT HILLS NSW 2120</i>	CODE L
Reference: _____		

(C) LESSOR

Taylorland Pty Ltd ACN 169 813 996

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

(F)

TENANCY:

- (G)**
1. TERM 50 years
 2. COMMENCING DATE 20 OCTOBER 2017
 3. TERMINATING DATE 19 OCTOBER 2067
 4. With an OPTION TO RENEW for a period of 25 years set out in clause 29 of Memorandum AK980904.
 5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.
 6. Together with and reserving the RIGHTS set out in clause 1 to 5 of Annexure "A"
 7. Incorporates the provisions or additional material set out in ANNEXURE(S) N.A. hereto.
 8. Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and No. AK980904
 9. The RENT is set out in clause No. 5 of AK980904

OFF XAC AM752446
CT Paid by 425P on 13.11.17 for L

FN
[Signature]

DATE

(H) 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) appear(s) below pursuant to the authority specified.

Company: Taylorland Pty Ltd
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Handwritten Signature]*

Signature of authorised person:

Name of authorised person: FRED NASSIF
Office held: SOLE DIRECTOR/SECRETARY

Name of authorised person:
Office held:

I certify I am an eligible witness and that the lessee signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness: For execution by the Lessee
Address of witness: see Page 3

(I) STATUTORY DECLARATION*

I solemnly and sincerely declare that—

- 1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and.
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____

in the presence of _____ of _____
 Justice of the Peace (J.P. Number: _____) Practising Solicitor
 Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
- 2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

Annexure A to LEASE

Parties:

TAYLORLAND PTY LTD ACN 169 813 996

AND

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

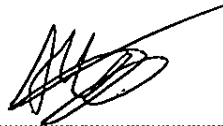
DATED

The Lessee shall have the benefit of the following rights:

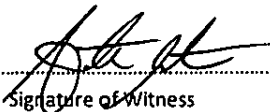
- 1 A RIGHT OF WAY over the land shown as "(R) - RIGHT OF WAY 0.155 WIDE" on the plan annexed and marked "A" on the terms contained in clause 18(a) of Memorandum AK980904 filed in Land & Property Information NSW.
- 2 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "(E1) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.2 WIDE" on the plan annexed and marked "A" on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW.
- 3 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "(E2) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.35 WIDE" on the plan annexed and marked "A" on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW.
- 4 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "(E3) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.11 WIDE" on the plan annexed and marked "A" on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW.
- 5 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "(E4) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.8 WIDE" on the plan annexed and marked "A" on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW.

Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:

)
)
)
)



Signature of Agent for Michael Pratt,
NSW Treasury Secretary (NSW Treasurer's delegate
under delegation dated 24 November 2015), on behalf of
Alpha Distribution Ministerial Holding Corporation


Signature of Witness

ANGELO WIKETOS

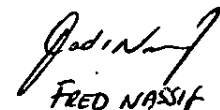
Name of Agent in full

ANNETTE MARTINS

Name of Witness in full

52 Martin Place Sydney NSW 2000

SIGNED (INSERT DETAILS)

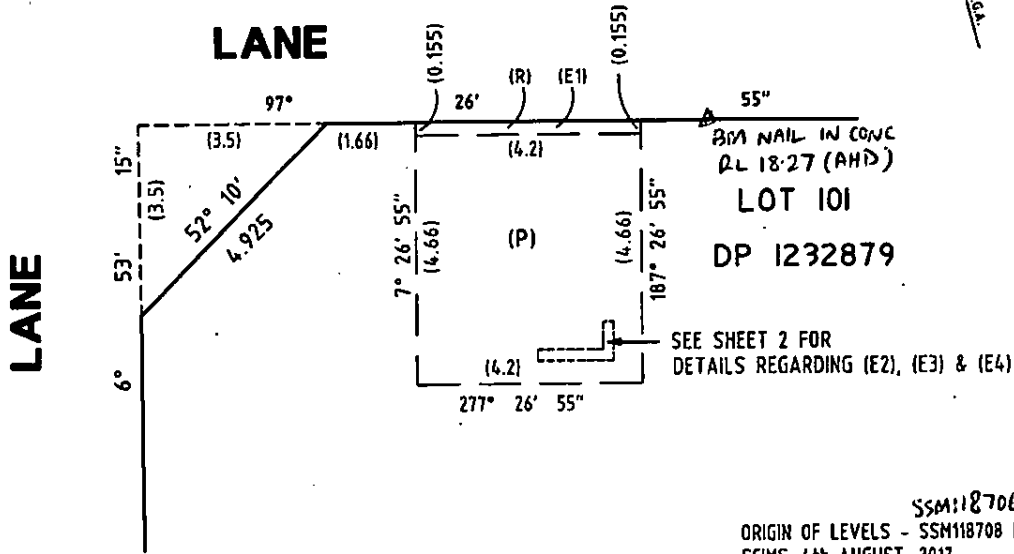

FRED NASSIF

SOLE DIRECTOR / SECRETARY
TAYLORLAND PTY LTD
ACN 169 813 996

ANNEXURE PLAN
 SHOWING SUBSTATION PREMISES No.77664
 EASEMENT FOR ELECTRICITY PURPOSES & RIGHT OF WAY
 WITHIN LOT 101 IN DP 1232879

L.G.A. CUMBERLAND PARISH LIBERTY PLAINS
 LOCALITY LIDCOMBE COUNTRY CUMBERLAND

SHEET 1 OF 4
 GROUND LEVEL
 NOT TO SCALE



SSM:18706 RL 15.518 (AHD)
 ORIGIN OF LEVELS - SSM118708 RL19.865 (AHD)
 SCIMS: 4th AUGUST, 2017
 LEVELS TO AUSTRALIAN HEIGHT DATUM

I CERTIFY THAT THE INFORMATION SHOWN HAS BEEN ACCURATELY LOCATED TO MY SATISFACTION.

Wayne R Davis
 REGISTERED SURVEYOR

WAYNE R DAVIS

URBANEX Pty Ltd
 LAND ENGINEERING & CONSTRUCTION SURVEYS
 4th AUGUST 2017

- | |
|---|
| (R) - RIGHT OF WAY 0.155 WIDE
(LIMITED IN DEPTH TO RL18.05 & LIMITED IN HEIGHT TO RL21.25) |
| (E1) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.2 WIDE
(LIMITED IN DEPTH TO RL18.05 & LIMITED IN HEIGHT TO RL21.25) |
| (P) - SUBSTATION PREMISES No.77664 (GROUND FLOOR) |

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED REFERRED TO IN

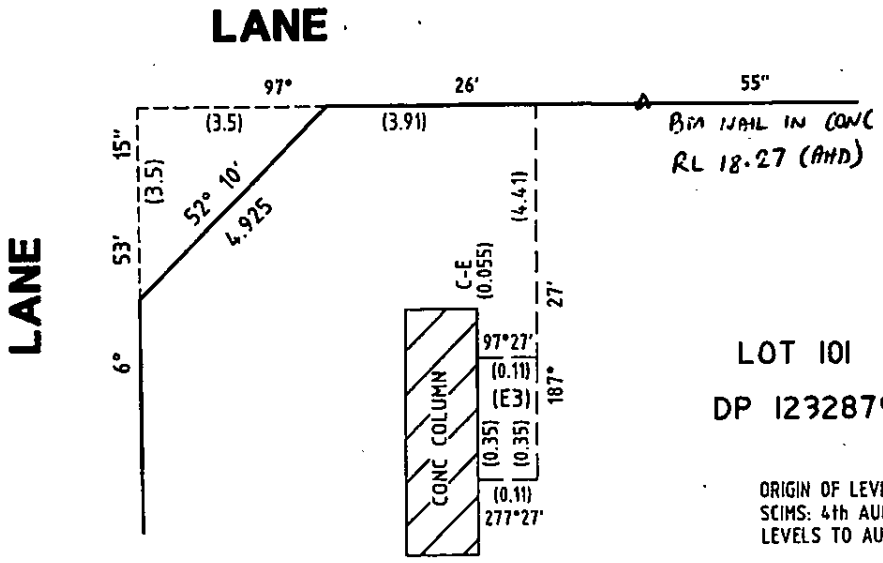
Approved To Amend Fred Masiff
 Planning 22/11/2017
 Solo Director/Secretary

ANNEXURE PLAN
 SHOWING SUBSTATION PREMISES No.77664
 EASEMENT FOR ELECTRICITY PURPOSES & RIGHT OF WAY
 WITHIN LOT 101 IN DP 1232879

L.G.A. CUMBERLAND PARISH LIBERTY PLAINS
 LOCALITY LIDCOMBE COUNTRY CUMBERLAND

SHEET 3 OF 4

BASEMENT B1, B2 & B3
 NOT TO SCALE



LOT 101
 DP 1232879

SSM118706 RL15.518 (AHD)
 ORIGIN OF LEVELS - SSM118708 RL19.865 (AHD)
 SCMS: 4th AUGUST, 2017
 LEVELS TO AUSTRALIAN HEIGHT DATUM

(E3) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.11 WIDE
 (LIMITED IN DEPTH TO RL.7.7 & LIMITED IN HEIGHT TO RL15.98)

I CERTIFY THAT THE INFORMATION SHOWN HAS BEEN ACCURATELY LOCATED TO MY SATISFACTION.

Wayne R Davis
 REGISTERED SURVEYOR
 WAYNE R DAVIS

C-E - END OF COLUMN TO (E3)

URBANEX Pty Ltd
 LAND ENGINEERING & CONSTRUCTION SURVEYS
 4th AUGUST 2017

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED REFERRED TO IN

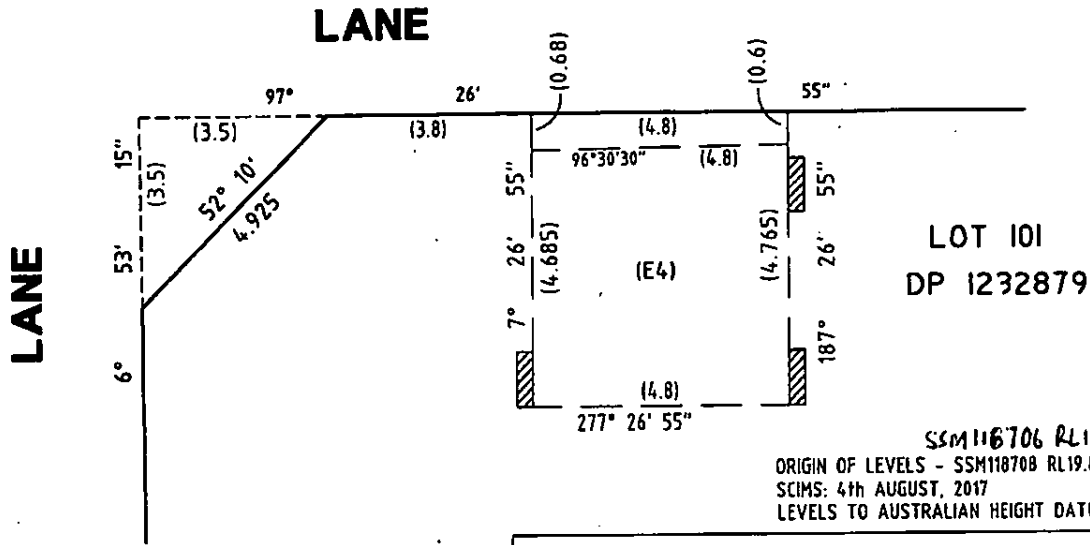
Authorised to Amend
 Fred Nassif
 22/11/2017
 Sole Director / Secretary

FN *[Signature]*

ANNEXURE PLAN
SHOWING SUBSTATION PREMISES No.77664
EASEMENT FOR ELECTRICITY PURPOSES & RIGHT OF WAY
WITHIN LOT 101 IN DP 1232879

L.G.A. CUMBERLAND PARISH LIBERTY PLAINS
LOCALITY LIDCOMBE COUNTRY CUMBERLAND

SHEET 4 OF 4
BASEMENT B3
NOT TO SCALE



I CERTIFY THAT THE INFORMATION SHOWN HAS BEEN ACCURATELY LOCATED TO MY SATISFACTION.

Wayne R Davis
REGISTERED SURVEYOR
WAYNE R DAVIS

URBANEX Pty Ltd
LAND ENGINEERING & CONSTRUCTION SURVEYS
4th AUGUST 2017

(E4) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.8 WIDE
(UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL7.70)
(APPROXIMATELY 0.2 UNDER THE UPPER SURFACE OF
BASEMENT B3 FLOOR SLAB)

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED REFERRED TO IN

Approved To Amend
Fred Nassif
Sole Director / Secretary
22/11/2017

FN
[Signature]

7 of 7

FILM WITH AM 878320

sparke
HELMORE
LAWYERS

10 October 2017

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease
from Taylorland Pty Limited**

Property: 3-7 Taylor Street, Lidcombe

Caveat No.: AM752446

Our ref: HEM/AUS096-01368

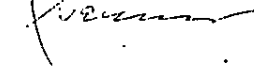
On behalf of Ausgrid (now ADMHC) we lodged caveat AM752446 to protect ADMHC's interest under a Deed of Agreement for Lease.

We are instructed to consent to the registration of a Lease in favour of ADMHC.

Caveat AM752446 should be removed from the title on the registration of the plan and s 88B instrument.

If you require any additional information please contact our office.

Yours faithfully



Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

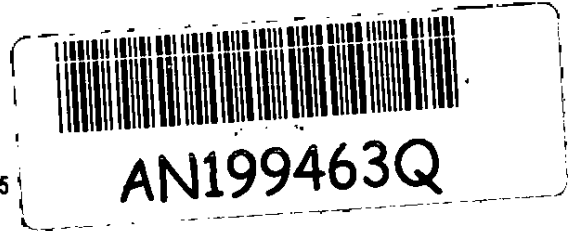
Newcastle

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

HEM\MLF\62060057\1

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
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/SP 92417	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Sarraf Strata - P O Box 520, Hurstville NSW 1481
		Reference: John Sarraf - 93758710
		CODE CH

- (C) The Owners-Strata Plan No. 92417 certify that a special resolution was passed on 7/3/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. By law no.35
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 By law no.35 - Pages 29-31


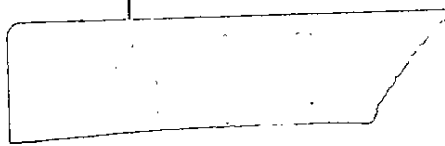
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 92417 was affixed on 7/3/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]
 Name: John Sarraf
 Authority: Strata Manager

Signature: _____
 Name: _____
 Authority: _____



Annexure "A"


Approved Form 7	Strata Plan By-laws	Sheet 1 of 28 sheets
Office Use Only Registered:	 23.11.2017	 SP92417 D

**INSTRUMENT SETTING OUT THE TERMS OF BY-LAWS TO BE
 CREATED UPON REGISTRATION OF THE STRATA PLAN
3 -7 TAYLOR STREET LIDCOMBE NSW 2141**

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Office Use Only Registered:  23.11.2017	Office use Only SP92417	

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.

Building means the building/s constructed within the strata scheme and includes all Common Property.

Business Day means any day other than a Saturday, Sunday or Public Holiday in New South Wales.

Common Property means the common property created on registration of the strata plan and the personal property of the Owners Corporation.

Common Property Rights By-Law has the meaning given to the term "common property rights by-law" under the Act.

Council means Cumberland Council.

Door Closer means the door closer installed to the front entry door of each individual Lot.

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

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).


Internal Entry Point means any point of access or egress to or from a Lot from or to a corridor, hallway or other internal area forming part of the Common Property.

Invitee means an invitee of an Owner or Occupier.

Lot means any lot in the strata plan.

Maximum Number of Persons means up to two persons per bedroom.

Occupier means the occupier of a Lot and includes, without limiting the generality of the

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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 and includes a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation created by the registration of the strata plan.

Parcel means the land comprising the Lots and the Common Property.

Permissible Short-Term Accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three calendar months, on a commercial basis that is permissible with the consent of the Council under an applicable local environmental plan.

Prohibited Short-Term Accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three calendar months, on a commercial basis that is prohibited under an applicable local environmental plan.

Small Dog means a dog which at its full grown size does not exceed 10 kilos.


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.

Unlawful Short-Term Accommodation means Permissible Short-Term Accommodation without the consent of the Council and Prohibited Short-Term Accommodation.

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

- a) headings do not affect the interpretation of these by-laws and are for convenience only;
- b) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation;
- c) a word which denotes the singular includes plural and vice versa;
- d) a word which denotes any gender includes the other genders;
- e) any terms defined in the Act have the same meanings as given to them in the Act;
- f) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislation or legislative provision substituted for it and all regulations and statutory instruments issued under it;

Approved Form 7	Strata Plan By-laws	Sheet 4 of 28 sheets
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- g) a reference to a range of clauses is to each clause within the stated range and is inclusive; and
- h) a reference to any authority, association, society or body shall, in the event of the entity ceasing to exist or being reconstituted, renamed or replaced or its powers or functions being transferred to any other entity, be a reference to any other entity established or constituted in its place or succeeding to similar powers or functions.

By-Law 2. Noise

An Owner or Occupier 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. Car Parking and Vehicles

1. Car spaces within the Parcel, excluding spaces designated for use by visitors or service vehicles, are not to be used by those other than an occupant or tenant of the Building. Any occupant, tenant, lessee or the registered proprietor of the Parcel or part thereof shall not enter into an agreement to lease, license or transfer ownership of any car parking spaces to those other than an occupant, tenant or lessee of the Building.
2. An Owner or Occupier must not park or stand any motor or other vehicle on Common Property or permit a motor or other vehicle to be parked or stood on Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.
3. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle on the Common Property.
4. The motor vehicle of an Owner or Occupier must only be parked or stood in the car space or spaces:
 - forming part of their Lot; or
 - that they are permitted to use for such purposes under a Common Property Rights By-Law or an easement burdening Common Property.
5. An Owner or Occupier must not park or stand any motor or other vehicle in any car space designated for use by visitors.

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6. Owners or Occupiers must not, without the prior written consent of the Owners Corporation, permit their Invitees to park or stand any motor or other vehicle in any car space designated for use by visitors:

- for a period exceeding 24 hours; or
- for periods, over the course of 48 consecutive hours, that when combined exceed the period of time nominated by the Strata Committee from time to time.

By-Law 4. Obstruction of Common Property

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


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

By-Law 6. Damage to Common Property


1. Subject to the Act, an Owner or Occupier must:
 - (a) 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 of their Lot 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.

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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 the entry of animals or insects onto 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 that any such device does not breach fire safety regulations, and the device does not alter the external appearance of the Lot.
4. Any such locking or safety device, screen, other device or structure, if approved by the Owners Corporation 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 anything in this by-law to the contrary, but subject to the Act, an Owner or Occupier must not erect or install a security door or fly screen at any Internal Entry Point, without the prior approval in writing of the Owners Corporation, which approval may be withheld by the Owners Corporation in its sole and absolute discretion.
6. Despite section 106 of the Act, an Owner must;
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6(3) or 6(4) that forms part of the Common Property and that services their 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 or structure referred to in by-law 6(3) or 6(4) that forms part of the Common Property and that services their Lot.
7. If an Owner fails to carry out any work that they are obliged to do under by-law 6(6) within 14 days after receiving a written demand from the Owners Corporation to do so:
- (a) the Owners Corporation may do the relevant work; and
 - (b) the Owner or Occupier indemnifies the Owners Corporation against the cost of it doing so.

Approved Form 7	Strata Plan By-laws	Sheet 7 of 28 sheets
Office Use Only Registered:  23.11.2017	Office use Only SP92417	

8. If an Owner or Occupier breaches this by-law or by-law 5 and, as a result, damage is caused to the Common Property the Owners Corporation may:
- (a) recover from that Owner or Occupier the cost of repairing the damage; or
 - (b) if an insurer pays for all of the cost of repairing the damage, recover from that Owner or Occupier any excess relating to the insurance claim; or
 - (c) if an insurer pays for part of the cost of repairing the damage, recover from that Owner or Occupier any excess relating to the insurance claim and the remaining cost of repairing the damage.
9. The Owners Corporation may issue an invoice to an Owner or Occupier for any amount payable by them 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.
10. 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.
11. 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 any strata manager appointed by it;
 - (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 manager stating the

Approved Form 7	Strata Plan By-laws	Sheet 8 of 28 sheets
Office Use Only Registered:  23.11.2017	Office use Only SP92417	

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.

By-Law 7. Behaviour of Owners and Occupiers

- (a) When on Common Property an Owner or Occupier 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.
- (b) Owners and Occupiers must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.
- (c) Owners and Occupiers must ensure that their Invitees and visitors comply with this by-law.

By-Law 8. Children Playing on Common Property


An Owner or Occupier must not permit any child over 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 must take all reasonable steps to ensure that their 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 Common Property.

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

An Owner or Occupier 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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Office Use Only Registered:  23.11.2017	Office use Only SP92417	

By-Law 11. Hanging of Washing

1. Subject to by-law 11(3), an Owner or Occupier must not hang Washing on any part of their Lot visible from outside of the Lot (including the balcony area of the Lot).
2. An Owner or Occupier 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 may hang Washing on any part of their Lot provided that the Washing will not be visible from street level outside the Parcel.


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 is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of their 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 Lots or Common Property below.
3. The Owners Corporation may resolve to arrange for the cleaning of windows inaccessible by one or more Owners and Occupiers at the cost of the relevant Owners and Occupiers, apportioned on a unit entitlement basis.

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

1. An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on their Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
2. Subject to by-law 13(3), 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 inflammable materials, including fuels, in the car parking areas, including individual garages, is strictly prohibited.


Approved Form 7	Strata Plan By-laws	Sheet 10 of 28 sheets
Office Use Only Registered:  23.11.2017	Office use Only SP92417	

By-Law 14. Floor Coverings

1. An Owner must ensure that all floor space within their 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 15(2).
2. An Owner or Occupier must remove and properly dispose of any waste materials away from the Building, at his, her or their own expense.
3. By-law 14(1)(a) and by-law 15 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 15. Changes to Flooring Coverings

1. An Owner or Occupier 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 the appropriate regulatory rating.
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. However, this by-law is to be read subject to the Act.

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By-Law 16. Garbage Disposal


1. Appointment of a waste caretaker

- (a) The Owners Corporation must appoint a waste caretaker who will carry the overall responsibility for managing all waste generated by the Building.
- (b) All movement of equipment in the waste room shall be managed by the waste caretaker at all times.
- (c) The duties of the waste caretaker must include but not be limited to: -
 - i. General maintenance and cleaning on a regular basis;
 - ii. Organising, maintaining and cleaning the general and recycled waste holding areas on a regular basis;
 - iii. Organising both garbage and recyclable waste pick-ups and any required additional pick-ups;
 - iv. Cleaning and exchanging all bins;
 - v. Being available on site when garbage and recyclable waste collection vehicles arrive to collect garbage and recyclable waste. The waste caretaker shall take all the bins to be emptied to the vehicle and store the bins once emptied back in the waste room; and
 - vi. Monitoring and managing compliance with this By-Law

2. An Owner or Occupier of a Lot with shared receptacles:

- (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 recyclable waste 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


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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 the applicable development consent;
 - (d) must have adequate, hygienic and sterile waste 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;
 - (e) if required, must ensure that receptacles for the removal of garbage and recyclable waste are put out for collection the day prior to the collection and returned the following day;
 - (f) must ensure that all garbage or waste is securely wrapped before it is carried through the Common Property to prevent spillage;
 - (g) must promptly remove any thing which the Owner or Occupier may have spilled around the receptacles, or in lifts or hallways and must take such action as may be necessary to clean the area within which that thing was spilled;
 - (h) must advise the strata manager appointed by the Owners Corporation on the next Business Day of any leakage or spill on Common Property, which has not been completely cleaned; and
 - (i) may be held responsible for any cleaning, removal or repair cost incurred by the Owners Corporation in removing any item left on Common Property, or cleaning of any spillage or mark caused by them in disposing of waste. The cost may be added to the account relating to the relevant Lot.
3. This by-law does not require an Owner or Occupier 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.
4. An Owner or Occupier must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
5. An Owner or Occupier must:

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- (a) notify Council or the waste removal contractor of any loss of, or damage to, receptacles provided for garbage, recyclable material or waste; and
 - (b) comply with the reasonable directions and requests of the Owners Corporation in relation to storage, handling and collection of garbage, waste and recyclable materials.
6. The Owners Corporation may give directions or make requests for the purposes of this by-law by posting signs on the Common Property with instructions on the handling of waste that are consistent with the Council consent conditions and requirements or giving notices in-writing to Owners or Occupiers.
7. In this by-law:
 - (a) bin includes any receptacle for waste; and
 - (b) waste includes garbage and recyclable material.
8. Waste Removal Vehicles
 - (a) All garbage and recyclable waste collection vehicles that require access to the site are to be limited to vehicles with a maximum length of 8.8 metres, maximum height of 4.0 metres and a maximum weight of 20 tonnes and are to enter the Building from the driveway accessible from the laneway which runs off Taylor Street.
 - (b) Access to the loading bay shall be restricted to only one vehicle at any one time.
9. The Waste Management Plan applicable to the scheme shall be displayed in a secure, visible and accessible position within or adjacent to the waste storage area and must be complied with at all times.
10. Waste collection times will be as designated by Council or any other relevant authority.

By-Law 17. Keeping of Animals

1. Subject to section 139 (5) of the Act, an Owner or Occupier must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a Small Dog or a small caged bird, or fish kept in a secure aquarium on their Lot) on their Lot or the Common Property.


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2. The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property and must give an Owner or Occupier written reasons for any refusal to grant approval.
3. If an Owner or Occupier keeps a cat, Small Dog or small caged bird on their Lot then the Owner or Occupier must:
 - (a) notify the Owners Corporation that the animal is being kept on the Lot;
 - (b) keep the animal within the Lot;
 - (c) carry the animal when it is on Common Property;
 - (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and
 - (e) ensure the animal does not cause disturbance to other residents.
4. An Owner or Occupier may not in any event keep on their Lot more than one of any of a cat, Small Dog or small caged bird, except with the Owners Corporation's prior written consent.
5. An Owner or Occupier who keeps an assistance animal on their Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

By-Law 18. Appearance of Lot

1. An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, maintain within their Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of rest of the Building.
2. An Owner or Occupier must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to their Lot or forming part of their Lot.
3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article referred to in by-law 11.

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4. An Owner or Occupier must maintain in good and serviceable repair the planter boxes annexed to their Lot or forming part of their Lot and any landscaping and plants located within their Lot. If the relevant planter boxes are not maintained to the required standard, the Owners Corporation may carry out the work necessary to do so, with the reasonable costs incurred as a result charged to the relevant Owner or Occupier.
5. An Owner or Occupier must ensure that all window and door dressings are of light neutral tones and, where containing a pattern, that the pattern is also of a light neutral tone and not obtrusive.
6. An Owner or Occupier must ensure that barbeques on balconies and/or courtyards are kept covered when not in use.
7. All furniture on balconies and courtyards must be unobtrusive and in keeping with the appearance 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.

By-Law 19. Preservation of Fire Safety

An Owner or Occupier must not do anything or permit any of their Invitees to do anything on their 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

An Owner or Occupier must not do anything or permit any of their Invitees to do anything on their 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. An Owner or Occupier 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 Council 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

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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. An Owner or Occupier must not 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. An Owner or Occupier must ensure that their Lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law
6. An Owner or Occupier must ensure that their Lot is not occupied by more than the Maximum Number of Persons.
7. An Owner or Occupier must not:
 - (a) alter the layout of their Lot; or
 - (b) carry out any alterations or additions to their Lot,so as to allow the Lot to be occupied by more than the Maximum Number of Persons, or to create additional bedrooms.
8. The Owners Corporation may, by special resolution, make 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 facilities situated on the Common Property may be used only during certain times or on certain conditions, and that
 - (b) an Owner or Occupier must comply with a determination referred to in by-law 21(8)(a)


By-Law 22. Insurance Premiums

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.

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.

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2. On the conditions set out in this by-law, the Owner of each Lot shall have the right of exclusive use and enjoyment of the following items (**Exclusive Use Items**) to the extent that they form part of the Common Property:


- Air Conditioning exclusively servicing the Lot;
- Ventilation System/s exclusively servicing the Lot;
- hot water systems which exclusively service the lot;
- tempering valves (isolation valves) that exclusively service the Lot;
- exhaust fans that exclusively service the Lot;
- window locks and (to the extent permitted) child safety devices that exclusively service the Lot;
- Balcony Doors (including frame, rollers, locks and glass) that exclusively service the Lot;
- Door Closers that exclusively service the Lot;
- doors (excluding the front door of a Lot) which exclusively service the Lot;
- smoke detectors installed within the Lot; and
- bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).

3. Each Owner:

- (a) will be responsible at their sole cost for the proper maintenance of, and keeping in a state of good and serviceable repair (including where necessary replacing) their Exclusive Use Items (apart from hot water systems and tempering valves (isolation valves) that form part of the Exclusive Use Items, in relation to which the Owners Corporation will continue to bear such responsibility);
- (b) must, in discharging their obligations under this by-law, use contractors that hold appropriate insurances (e.g. public liability and workers compensation insurances), hold a current licence (if required) and are approved by the Owners Corporation;
- (c) must repair damage caused to Common Property as a result of the Owner (or any Occupier of their Lot) exercising the Owner's rights under this by-law; and
- (d) indemnifies the Owners Corporation and the Owners and Occupiers of other Lots against all claims and liability caused by the Owner (or any Occupier of their Lot) exercising the Owner's rights under this by-law.

4. Owners and Occupiers:

- (a) are responsible for damage caused by contractors or tradespersons engaged by

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them; and

(b) must supervise the activities of such contractors and tradespersons.

By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each Lot shall have the right of exclusive use and enjoyment of the following items (Locks):
 - (a) locks, hinges and any other security devices installed in the entry doors, sliding Balcony Doors and garage door (if installed) exclusively servicing their Lot, to the extent that such locks, hinges and other security devices form part of the Common Property; and
 - (b) so much of the Common Property adjacent to the boundary of their Lot as is necessary for the use of such entry doors, sliding Balcony Doors and garage door.
2. Each Owner will be responsible at their sole cost for the proper maintenance of, and keeping in a state of good and serviceable repair (including where necessary replacing) their 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 an 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 and Occupiers:
 - (a) are responsible for damage caused by contractors or tradespersons engaged by them; and
 - (b) must supervise the activities of such contractors and tradespersons.

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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(6)(a) 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 or 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 the occurrence of fire or other hazard within the Parcel;
 - (c) immediately notify the Owners Corporation of a risk of fire or other hazard within the Parcel; and
 - (d) subject to receiving reasonable prior notice from the Owners Corporation (or any strata manager appointed by it), give the Owners Corporation (and any strata manager appointed by the Owners Corporation) access to their Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier breaches this by-law, including by-law 27(1)(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable by the Owners Corporation as a result, including any loss which is attributable to that breach such as the False Fire Alarm Fee.

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4. Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible for keeping and maintaining smoke detectors within their Lot in a state of good and serviceable repair.

By-Law 28. No Smoking


1. In this by-law:
“**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.
“**Occupier**” means an occupier of a Lot and includes, without limiting the generality of the foregoing, lessees and licensees.
2. An Owner or Occupier 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 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 by-law 28(2), an Owner or Occupier 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, does not enter the Common property or any other Lot.
4. Without limiting by-law 28(2), each Owner and each Occupier must not allow any of their Invitees to smoke on or within the Common Property or on any External Areas.

By-Law 29. Collection of Levies and Other Amounts Owed to the Strata Plan

For the avoidance of doubt, the Owners Corporation is empowered to add to the account relating to a Lot any sum it deems payable to the Owners Corporation whether they are standard levies or other costs relating to that Lot or any other costs expended on behalf of that Lot. Interest and other collection fees may be added to an outstanding account where the non-payment exceeds the payment terms. The Owners Corporation is also empowered to add those charges to the account if they are not paid in a way that is consistent with normal commercial business practice.

By-Law 30. 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;

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- (b) promotional services;
 - (c) advertising;
 - (d) commercial cleaning;
 - (e) domestic services;
 - (f) window cleaning;
 - (g) garbage disposal and recycling services;
 - (h) electricity, water or gas supply; and
 - (i) telecommunication services (for example, cable television)
2. If the Owners Corporation makes a resolution referred to in by-law 30(1) to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

By-Law 31. Stormwater Detention Facility (OSD) Positive Covenant

1. The stormwater detention facility as described on the plan H01-H05, H11 and H18-H19 prepared by Green Arrow Hydraulics and certified by Urbanex Pty Ltd forming part of development consent 299/2014 issued by Council (**Onsite Storage Detention Facility**) shall not be altered or removed in whole or in part without the written approval of Council.
2. The Owners Corporation must comply with all terms of any positive covenant (**Positive Covenant**):
 - (a) registered on title to the Common Property;
 - (b) in favour of Council as the prescribed authority; and
 - (c) relating to the Onsite Storage Detention Facility.
3. The Owners Corporation is to maintain the Onsite Storage Detention Facility in working condition in accordance with the maintenance schedule (**Approved Maintenance Schedule**) forming part of the Positive Covenant.
4. An annual maintenance summary relating to the Onsite Storage Detention Facility together with associated certificates must be sent to Council by the Owners Corporation within the first month of every calendar year. In this regard:
 - (a) All critical inspections must be carried out by a qualified person;

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- (b) A maintenance log book shall be maintained by the Owners Corporation in accordance with the Approved Maintenance Schedule, kept on site and readily available for inspection by a Council officer; and
- (c) All costs shall be borne by the Owners Corporation.
5. Authorised Council employees are to be allowed access to the Common Property for inspection of the Onsite Storage Detention Facility upon reasonable notice.
6. The Owners Corporation is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance with this by-law. If the Owners Corporation does not comply with any such notice, Council or its authorised agents may enter the Common Property and carry out the specific work and recover from the Owners Corporation any costs incurred as a result of doing so.

By-Law 32. Electricity Sub-Chamber

Registered on title to the Common Property is (or will be) a lease:

- (a) of substation premises (**Leased Premises**);
- (b) granted to Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385) (**Alpha**); and
- (c) under which certain easements are also granted (**Easements**).


No works are permitted within or around the Leased Premises or the sites of any of the Easements without the prior written approval of Alpha (or the lessee for the time being under the lease).

By-Law 33. Communications Tower

1. Permitted Use

Despite anything else contained in these By-laws:

- (a) The Registered Proprietor (including the Tenant) has the special privilege to carry out the Permitted Use.
- (b) The Registered Proprietor (including the Tenant) has the special privilege to at all times access (on an unrestricted basis and with or without all necessary vehicles,

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equipment and workman) to and from Lot 91 and any Telecommunications Facility within Lot 91 (Facility) and to use the Common Property for that purpose.


(c) If the Registered Proprietor or Tenant requires the use of the Common Property over an extended period of time (greater than 3 consecutive days at a time) to access Lot 91 or to conduct works on the Facility or parts of the Parcel, the Registered Proprietor or the Tenant must provide at least seven (7) days' written notice to the Owners Corporation of its intention to use the Common Property for the relevant purpose/s over the extended period.

(d) The Registered Proprietor (including the Tenant) has the special privilege to:

- (i) lay and maintain electricity cables over, under or within the Building or the Parcel (including the Common Property) to connect the Facility to the public electricity supply and to transmit electricity through those cables;
- (ii) lay and maintain communication cables and any other cables through or within the Building or the Parcel (including the Common Property) in connection with the Permitted Use and to use those cables;
- (iii) repair, replace, renew, alter, maintain and upgrade the cables referred to in by-laws 33(1)(d)(i) and 33(1)(d)(ii);
- (iv) install and maintain any and all antennas and associated Ancillary Equipment where necessary within the Parcel, including, where applicable, and as specified on any plan annexed to the Telstra Lease;
- (v) alter from time to time the location within the Parcel of the relevant antennas and associated Ancillary Equipment, in the Registered Proprietor's or the Tenant's absolute discretion;
- (vi) use the Common Property, as well as the services of the Building or the Parcel, as may be necessary for the Tenant's use and enjoyment of Lot 91 and the Facility; and
- (vii) use so much of the Common Property adjoining and adjacent to:
 - A. the Building; and/or
 - B. any installation, improvement or property of the Tenant or the Registered Proprietor,

as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility;

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- (viii) install separate metering for services (including electricity and telecommunications services) to Lot 91; and
- (ix) erect and maintain signage around Lot 91 and the Facility for the purposes of complying with Australian safety standards.
- (e) The Registered Proprietor (including the Tenant) has the special privilege to carry out any structural or other works on or to the Building and the Parcel (including the Common Property) as required for the Permitted Use.
- (f) If the Tenant is granted a lease over a Lot or any other part of the Parcel, the Tenant may only use the Lot or the relevant part (as the case may be) for the use permitted under that lease.
- (g) The Registered Proprietor or Tenant must not overload the structure of the Building.
- (h) For the avoidance of doubt, the Registered Proprietor (including the Tenant) may exercise the rights conferred under this by-law without obtaining the consent or approval of the Owners Corporation.
- (i) Subject to anything in these by-laws to the contrary, the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property.

2. Permits and Approvals

- (a) The Owners Corporation irrevocably authorises the Registered Proprietor or Tenant (at the Registered Proprietor's or Tenant's expense) to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Facility and to exercise and procure (at the Registered Proprietor's or Tenant's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application.
- (b) The Owners Corporation must sign all documentation where required and provide all assistance required by the Registered Proprietor or Tenant, or any authorised person to obtain the permits, consents and approvals referred to in by-law 33(2)(a).

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3. Consent of Owners Corporation

- (a) The Registered Proprietor (including the Tenant) may carry out works on or to Common Property in connection with the Facility, but must (except in the case of an emergency) provide to the Owners Corporation seven (7) days' prior notice of the works. In an emergency, the Registered Proprietor or Tenant must notify the Owners Corporation of the works as soon as practicable after such works are completed.
- (b) The Owners Corporation cannot amend, delete or change these by-laws (including this by-law 33) (**Variation**) in any manner that would detrimentally affect the financial position of the Registered Proprietor or the Tenant or the rights of the Registered Proprietor or the Tenant under this by-law 33 unless:
- i. notice in writing of the Variation is provided to the Registered Proprietor or Tenant (as applicable); and
 - ii. the written consent of the detrimentally affected party (being the Registered Proprietor or Tenant as applicable) is first obtained; and
 - iii. in any instance:
 - A. any motion or action to make any deletion, changes or amendments is considered at an Annual General Meeting; and
 - B. at the Annual General Meeting, the relevant motion or action is passed unanimously (with no abstentions).

4. No Restriction on Commonwealth Legislation

- (a) Nothing in these by-laws affects, restricts, limits or derogates from the rights, powers and immunities of the Tenant under and by virtue of the Telco Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Owners Corporation agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Telco Act to waive its right to:
- i. be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Telco Act of the Tenant's exercise of its powers to inspect and/or install a low impact installation and to maintain the Facility; and
 - ii. object to an activity which would have been the subject of a notice if not for the operation of this by-law 33(4)(b).

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5. Definitions

In By-Law 33,

Ancillary Equipment means any associated fixtures, fittings and equipment required to maintain transmission and includes remote radio units, tower mounted amplifiers and associated mounts and supports.

Lot 91 means Lot 91 in the strata plan.

Permitted Use means the installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning and operation of, and access to and from, any Telecommunications Facility within Lot 91, including without limitation:

- (a) the doing of anything that is permitted under the Telco Act; and
- (b) the use of Lot 91 for any purpose for which it may be used by the Tenant under the Telecommunications Lease.

Registered Proprietor means the registered owner of Lot 91 from time to time.

Telco Act means the Telecommunications Act 1997 (Cth).


Telecommunications Facility means equipment housing, tower/s, antennas, associated ancillary equipment and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to in the Tenant's or the Registered Proprietor's absolute discretion from time to time.

Telecommunications Lease means any arrangement:

- (a) granting a lease and/or licence in relation to Lot 91 and/or any other parts of the Parcel; and
- (b) under which the Registered Proprietor is the lessor and/or licensor.

Telstra Lease means the initial lease granted to Telstra Corporation Limited (ABN 33 051 775 556) in relation to Lot 91 after registration of the strata plan and includes any renewal or extension of that lease.

Tenant means the lessee and/or licensee from time to time under a Telecommunications Lease and includes that person's assigns and transferees.

Approved Form 7	Strata Plan By-laws	Sheet 27 of 28 sheets
Office Use Only Registered:  23.11.2017	Office use Only SP92417	

By-Law 34. Service of Documents on Owner of lot by Owners Corporation

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

By-law no. 35 –Air Conditioners (All Lots)

1. **Introduction**

The purpose of this by-law is to permit each owner to install an air conditioner, subject to the terms of this by-law.

2. **Authorisation and Conditions of Work**

2.1 The owners corporation, subject to the provisions of this by-law:

2.1.1 specifically authorises and grants a special privilege to each owner to carry out the Works; and

2.1.2 grants to each owner exclusive use of such of the common property as is reasonably required to keep and use their lot's Works.

2.2 Prior to commencing any Works, an owner must:

2.2.1 give at least 14 days' notice;

2.2.2 obtain the owners corporation's approval of the location of the Works; and

2.2.3 provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

2.3 For clarity, an owner can only commence the Works, once the location of the Works has been approved by the owners corporation.

2.4 During any Works, an owner must:

2.4.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;

2.4.2 cause as little disruption as possible to other occupants of the strata scheme;

2.4.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;

2.4.4 not store any items on common property; and

2.4.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.

2.5 Each owner must properly maintain and keep in a state of good and serviceable repair their lot's Works, including all common property forming part of or altered by those Works.

2.6 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their lot's Works.

2.7 Each owner must at his or her cost:

2.7.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their lot's Works; and

2.7.2 ensure that:

- (a) their lot's Works do not create noise likely to interfere unreasonably with the peaceful enjoyment of the occupier of another lot;
- (b) any holes or penetrations are at all times adequately sealed and waterproofed; and
- (c) their lot's Works have sufficient fittings to ensure any condensation or other water runoff does not enter any other lot or the common property.

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

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

3.1 rectify the breach;

3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and

3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. **Interpretation**

In this by-law:

4.1 *Act* means the *Strata Schemes Management Act 2015*.

4.2 *lot* means a lot in the strata scheme;

4.3 *owner* means the owner of a lot for the time being;

4.4 *Works* means the installation of a split system air conditioner to service the inside of the lot, with the motor on the lot's balcony floor and in the location determined by the owners corporation, including installing pipes, wires and conduits through the common property wall separating the balcony from the inside of the lot, which must be consistent with the colour and appearance of the building. Where relevant *Works* means the Works that service an owner's lot;

4.5 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;

4.6 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; and

- 4.7 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.



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 92417 was affixed on ^ 7/3/18 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.

32132 - 

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN940033N

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/SP92417	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 1 Market Street, Sydney NSW 2000 134904C
	Reference: MM181974	CODE CH

- (C) The Owners-Strata Plan No. 92417 certify that a special resolution was passed on 3/12/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. NOT APPLICABLE
 Amended by-law No. By-Law 33
 as fully set out below:
 See Annexure A

OFF CDRL
ON CDRL

- (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. 92417 was affixed on 6th December 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Raymond Diab

Authority: Strata Manager

Signature: _____

Name: _____

Authority: _____




Annexure A

Consolidation of by-laws for SP92417

Summary

By-Law Number	How created	When passed
1-35 Note: By Law 33 has been amended	Created upon registration of the strata plan	23 November 2017

Executed by The Owners – Strata Plan No.92417 in accordance with section 273 of the *Strata Schemes Management Act 2015*.



~~Signature of Committee Member/Strata Manager~~

Raymond Diab

~~Name of Committee Member/Strata Manager~~

Signature of 2nd Committee Member

Name of 2nd Committee Member



Common Seal

By-Laws SP92417

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.

Building means the building/s constructed within the strata scheme and includes all Common Property.

Business Day means any day other than a Saturday, Sunday or Public Holiday in New South Wales.

Common Property means the common property created on registration of the strata plan and the personal property of the Owners Corporation.

Common Property Rights By-Law has the meaning given to the term "common property rights by-law" under the Act.

Council means Cumberland Council.

Door Closer means the door closer installed to the front entry door of each individual Lot.

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

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).

Internal Entry Point means any point of access or egress to or from a Lot from or to a corridor, hallway or other internal area forming part of the Common Property.

Invitee means an invitee of an Owner or Occupier.

Lot means any lot in the strata plan.

Maximum Number of Persons means up to two persons per bedroom.

Occupier means the occupier of a Lot 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 and includes a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation created by the registration of the strata plan.

Parcel means the land comprising the Lots and the Common Property.

Permissible Short-Term Accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three calendar months, on a commercial basis that is permissible with the consent of the Council under an applicable local environmental plan.

Prohibited Short-Term Accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three calendar months, on a commercial basis that is prohibited under an applicable local environmental plan.

Small Dog means a dog which at its full grown size does not exceed 10 kilos.

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.

Unlawful Short-Term Accommodation means Permissible Short-Term Accommodation without the consent of the Council and Prohibited Short-Term Accommodation.

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

- a) headings do not affect the interpretation of these by-laws and are for convenience only;
- b) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation;
- c) a word which denotes the singular includes plural and vice versa;
- d) a word which denotes any gender includes the other genders;
- e) any terms defined in the Act have the same meanings as given to them in the Act;
- f) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislation or legislative provision substituted for it and all regulations and statutory instruments issued under it;

- g) a reference to a range of clauses is to each clause within the stated range and is inclusive; and
- h) a reference to any authority, association, society or body shall, in the event of the entity ceasing to exist or being reconstituted, renamed or replaced or its powers or functions being transferred to any other entity, be a reference to any other entity established or constituted in its place or succeeding to similar powers or functions.

By-Law 2. Noise

An Owner or Occupier 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. Car Parking and Vehicles

1. Car spaces within the Parcel, excluding spaces designated for use by visitors or service vehicles, are not to be used by those other than an occupant or tenant of the Building. Any occupant, tenant, lessee or the registered proprietor of the Parcel or part thereof shall not enter into an agreement to lease, license or transfer ownership of any car parking spaces to those other than an occupant, tenant or lessee of the Building.
2. An Owner or Occupier must not park or stand any motor or other vehicle on Common Property or permit a motor or other vehicle to be parked or stood on Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.
3. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle on the Common Property.
4. The motor vehicle of an Owner or Occupier must only be parked or stood in the car space or spaces:
 - forming part of their Lot; or
 - that they are permitted to use for such purposes under a Common Property Rights By-Law or an easement burdening Common Property.
5. An Owner or Occupier must not park or stand any motor or other vehicle in any car space designated for use by visitors.

6. Owners or Occupiers must not, without the prior written consent of the Owners Corporation, permit their Invitees to park or stand any motor or other vehicle in any car space designated for use by visitors:

- for a period exceeding 24 hours; or
- for periods, over the course of 48 consecutive hours, that when combined exceed the period of time nominated by the Strata Committee from time to time.

By-Law 4. Obstruction of Common Property

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

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

By-Law 6. Damage to Common Property

1. Subject to the Act, an Owner or Occupier must:
 - (a) 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 of their Lot 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 the entry of animals or insects onto 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 that any such device does not breach fire safety regulations, and the device does not alter the external appearance of the Lot.
4. Any such locking or safety device, screen, other device or structure, if approved by the Owners Corporation 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 anything in this by-law to the contrary, but subject to the Act, an Owner or Occupier must not erect or install a security door or fly screen at any Internal Entry Point, without the prior approval in writing of the Owners Corporation, which approval may be withheld by the Owners Corporation in its sole and absolute discretion.
6. Despite section 106 of the Act, an Owner must;
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6(3) or 6(4) that forms part of the Common Property and that services their 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 or structure referred to in by-law 6(3) or 6(4) that forms part of the Common Property and that services their Lot.
7. If an Owner fails to carry out any work that they are obliged to do under by-law 6(6) within 14 days after receiving a written demand from the Owners Corporation to do so:
 - (a) the Owners Corporation may do the relevant work; and
 - (b) the Owner or Occupier indemnifies the Owners Corporation against the cost of it doing so.

8. If an Owner or Occupier breaches this by-law or by-law 5 and, as a result, damage is caused to the Common Property the Owners Corporation may:
 - (a) recover from that Owner or Occupier the cost of repairing the damage; or
 - (b) if an insurer pays for all of the cost of repairing the damage, recover from that Owner or Occupier any excess relating to the insurance claim; or
 - (c) if an insurer pays for part of the cost of repairing the damage, recover from that Owner or Occupier any excess relating to the insurance claim and the remaining cost of repairing the damage.
9. The Owners Corporation may issue an invoice to an Owner or Occupier for any amount payable by them 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.
10. 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.
11. 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 any strata manager appointed by it;
 - (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 manager 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.

By-Law 7. Behaviour of Owners and Occupiers

- (a) When on Common Property an Owner or Occupier 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.
- (b) Owners and Occupiers must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.
- (c) Owners and Occupiers must ensure that their Invitees and visitors comply with this by-law.

By-Law 8. Children Playing on Common Property

An Owner or Occupier must not permit any child over 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 must take all reasonable steps to ensure that their 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 Common Property.

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

An Owner or Occupier 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.

By-Law 11. Hanging of Washing

1. Subject to by-law 11(3), an Owner or Occupier must not hang Washing on any part of their Lot visible from outside of the Lot (including the balcony area of the Lot).
2. An Owner or Occupier 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 may hang Washing on any part of their Lot provided that the Washing will not be visible from street level outside the Parcel.

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 is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of their 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 Lots or Common Property below.
3. The Owners Corporation may resolve to arrange for the cleaning of windows inaccessible by one or more Owners and Occupiers at the cost of the relevant Owners and Occupiers, apportioned on a unit entitlement basis.

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

1. An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on their Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
2. Subject to by-law 13(3), 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 inflammable materials, including fuels, in the car parking areas, including individual garages, is strictly prohibited.

By-Law 14. Floor Coverings

1. An Owner must ensure that all floor space within their 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 15(2).
2. An Owner or Occupier must remove and properly dispose of any waste materials away from the Building, at his, her or their own expense.
3. By-law 14(1)(a) and by-law 15 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 15. Changes to Flooring Coverings

1. An Owner or Occupier 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 the appropriate regulatory rating.
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. However, this by-law is to be read subject to the Act.

By-Law 16. Garbage Disposal

1. Appointment of a waste caretaker

- (a) The Owners Corporation must appoint a waste caretaker who will carry the overall responsibility for managing all waste generated by the Building.
- (b) All movement of equipment in the waste room shall be managed by the waste caretaker at all times.
- (c) The duties of the waste caretaker must include but not be limited to: -
 - i. General maintenance and cleaning on a regular basis;
 - ii. Organising, maintaining and cleaning the general and recycled waste holding areas on a regular basis;
 - iii. Organising both garbage and recyclable waste pick-ups and any required additional pick-ups;
 - iv. Cleaning and exchanging all bins;
 - v. Being available on site when garbage and recyclable waste collection vehicles arrive to collect garbage and recyclable waste. The waste caretaker shall take all the bins to be emptied to the vehicle and store the bins once emptied back in the waste room; and
 - vi. Monitoring and managing compliance with this By-Law

2. An Owner or Occupier of a Lot with shared receptacles:

- (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 recyclable waste 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 the applicable development consent;
 - (d) must have adequate, hygienic and sterile waste 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;
 - (e) if required, must ensure that receptacles for the removal of garbage and recyclable waste are put out for collection the day prior to the collection and returned the following day;
 - (f) must ensure that all garbage or waste is securely wrapped before it is carried through the Common Property to prevent spillage;
 - (g) must promptly remove any thing which the Owner or Occupier may have spilled around the receptacles, or in lifts or hallways and must take such action as may be necessary to clean the area within which that thing was spilled;
 - (h) must advise the strata manager appointed by the Owners Corporation on the next Business Day of any leakage or spill on Common Property, which has not been completely cleaned; and
 - (i) may be held responsible for any cleaning, removal or repair cost incurred by the Owners Corporation in removing any item left on Common Property, or cleaning of any spillage or mark caused by them in disposing of waste. The cost may be added to the account relating to the relevant Lot.
3. This by-law does not require an Owner or Occupier 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.
4. An Owner or Occupier must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
5. An Owner or Occupier must:

- (a) notify Council or the waste removal contractor of any loss of, or damage to, receptacles provided for garbage, recyclable material or waste; and
 - (b) comply with the reasonable directions and requests of the Owners Corporation in relation to storage, handling and collection of garbage, waste and recyclable materials.
6. The Owners Corporation may give directions or make requests for the purposes of this by-law by posting signs on the Common Property with instructions on the handling of waste that are consistent with the Council consent conditions and requirements or giving notices in-writing to Owners or Occupiers.
7. In this by-law:
 - (a) bin includes any receptacle for waste; and
 - (b) waste includes garbage and recyclable material.
8. Waste Removal Vehicles
 - (a) All garbage and recyclable waste collection vehicles that require access to the site are to be limited to vehicles with a maximum length of 8.8 metres, maximum height of 4.0 metres and a maximum weight of 20 tonnes and are to enter the Building from the driveway accessible from the laneway which runs off Taylor Street.
 - (b) Access to the loading bay shall be restricted to only one vehicle at any one time.
9. The Waste Management Plan applicable to the scheme shall be displayed in a secure, visible and accessible position within or adjacent to the waste storage area and must be complied with at all times.
10. Waste collection times will be as designated by Council or any other relevant authority.

By-Law 17. Keeping of Animals

1. Subject to section 139 (5) of the Act, an Owner or Occupier must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a Small Dog or a small caged bird, or fish kept in a secure aquarium on their Lot) on their Lot or the Common Property.

2. The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property and must give an Owner or Occupier written reasons for any refusal to grant approval.
3. If an Owner or Occupier keeps a cat, Small Dog or small caged bird on their Lot then the Owner or Occupier must:
 - (a) notify the Owners Corporation that the animal is being kept on the Lot;
 - (b) keep the animal within the Lot;
 - (c) carry the animal when it is on Common Property;
 - (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and
 - (e) ensure the animal does not cause disturbance to other residents.
4. An Owner or Occupier may not in any event keep on their Lot more than one of any of a cat, Small Dog or small caged bird, except with the Owners Corporation's prior written consent.
5. An Owner or Occupier who keeps an assistance animal on their Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

By-Law 18. Appearance of Lot

1. An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, maintain within their Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of rest of the Building.
2. An Owner or Occupier must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to their Lot or forming part of their Lot.
3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article referred to in by-law 11.

4. An Owner or Occupier must maintain in good and serviceable repair the planter boxes annexed to their Lot or forming part of their Lot and any landscaping and plants located within their Lot. If the relevant planter boxes are not maintained to the required standard, the Owners Corporation may carry out the work necessary to do so, with the reasonable costs incurred as a result charged to the relevant Owner or Occupier.
5. An Owner or Occupier must ensure that all window and door dressings are of light neutral tones and, where containing a pattern, that the pattern is also of a light neutral tone and not obtrusive.
6. An Owner or Occupier must ensure that barbeques on balconies and/or courtyards are kept covered when not in use.
7. All furniture on balconies and courtyards must be unobtrusive and in keeping with the appearance 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.

By-Law 19. Preservation of Fire Safety

An Owner or Occupier must not do anything or permit any of their Invitees to do anything on their 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

An Owner or Occupier must not do anything or permit any of their Invitees to do anything on their 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. An Owner or Occupier 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 Council 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. An Owner or Occupier must not 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. An Owner or Occupier must ensure that their Lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law
6. An Owner or Occupier must ensure that their Lot is not occupied by more than the Maximum Number of Persons.
7. An Owner or Occupier must not:
 - (a) alter the layout of their Lot; or
 - (b) carry out any alterations or additions to their Lot,so as to allow the Lot to be occupied by more than the Maximum Number of Persons, or to create additional bedrooms.
8. The Owners Corporation may, by special resolution, make 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 facilities situated on the Common Property may be used only during certain times or on certain conditions, and that
 - (b) an Owner or Occupier must comply with a determination referred to in by-law 21(8)(a)

By-Law 22. Insurance Premiums

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.

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 the right of exclusive use and enjoyment of the following items (**Exclusive Use Items**) to the extent that they form part of the Common Property:

- Air Conditioning exclusively servicing the Lot;
- Ventilation System/s exclusively servicing the Lot;
- hot water systems which exclusively service the lot;
- tempering valves (isolation valves) that exclusively service the Lot;
- exhaust fans that exclusively service the Lot;
- window locks and (to the extent permitted) child safety devices that exclusively service the Lot;
- Balcony Doors (including frame, rollers, locks and glass) that exclusively service the Lot;
- Door Closers that exclusively service the Lot;
- doors (excluding the front door of a Lot) which exclusively service the Lot;
- smoke detectors installed within the Lot; and
- bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).

3. Each Owner:

- (a) will be responsible at their sole cost for the proper maintenance of, and keeping in a state of good and serviceable repair (including where necessary replacing) their Exclusive Use Items (apart from hot water systems and tempering valves (isolation valves) that form part of the Exclusive Use Items, in relation to which the Owners Corporation will continue to bear such responsibility);
- (b) must, in discharging their obligations under this by-law, use contractors that hold appropriate insurances (e.g. public liability and workers compensation insurances), hold a current licence (if required) and are approved by the Owners Corporation;
- (c) must repair damage caused to Common Property as a result of the Owner (or any Occupier of their Lot) exercising the Owner's rights under this by-law; and
- (d) indemnifies the Owners Corporation and the Owners and Occupiers of other Lots against all claims and liability caused by the Owner (or any Occupier of their Lot) exercising the Owner's rights under this by-law.

4. Owners and Occupiers:

- (a) are responsible for damage caused by contractors or tradespersons engaged by

them; and

- (b) must supervise the activities of such contractors and tradespersons.

By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each Lot shall have the right of exclusive use and enjoyment of the following items (Locks):
 - (a) locks, hinges and any other security devices installed in the entry doors, sliding Balcony Doors and garage door (if installed) exclusively servicing their Lot, to the extent that such locks, hinges and other security devices form part of the Common Property; and
 - (b) so much of the Common Property adjacent to the boundary of their Lot as is necessary for the use of such entry doors, sliding Balcony Doors and garage door.
2. Each Owner will be responsible at their sole cost for the proper maintenance of, and keeping in a state of good and serviceable repair (including where necessary replacing) their 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 an 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 and Occupiers:
 - (a) are responsible for damage caused by contractors or tradespersons engaged by them; and
 - (b) must supervise the activities of such contractors and tradespersons.

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(6)(a) 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.
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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 or 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 the occurrence of fire or other hazard within the Parcel;
 - (c) immediately notify the Owners Corporation of a risk of fire or other hazard within the Parcel; and
 - (d) subject to receiving reasonable prior notice from the Owners Corporation (or any strata manager appointed by it), give the Owners Corporation (and any strata manager appointed by the Owners Corporation) access to their Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier breaches this by-law, including by-law 27(1)(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable by the Owners Corporation as a result, including any loss which is attributable to that breach such as the False Fire Alarm Fee.

4. Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible for keeping and maintaining smoke detectors within their Lot in a state of good and serviceable repair.

By-Law 28. No Smoking

1. In this by-law:
"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.
"Occupier" means an occupier of a Lot and includes, without limiting the generality of the foregoing, lessees and licensees.
2. An Owner or Occupier 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 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 by-law 28(2), an Owner or Occupier 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, does not enter the Common property or any other Lot.
4. Without limiting by-law 28(2), each Owner and each Occupier must not allow any of their Invitees to smoke on or within the Common Property or on any External Areas.

By-Law 29. Collection of Levies and Other Amounts Owed to the Strata Plan

For the avoidance of doubt, the Owners Corporation is empowered to add to the account relating to a Lot any sum it deems payable to the Owners Corporation whether they are standard levies or other costs relating to that Lot or any other costs expended on behalf of that Lot. Interest and other collection fees may be added to an outstanding account where the non-payment exceeds the payment terms. The Owners Corporation is also empowered to add those charges to the account if they are not paid in a way that is consistent with normal commercial business practice.

By-Law 30. 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) window cleaning;
 - (g) garbage disposal and recycling services;
 - (h) electricity, water or gas supply; and
 - (i) telecommunication services (for example, cable television)
2. If the Owners Corporation makes a resolution referred to in by-law 30(1) to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

By-Law 31. Stormwater Detention Facility (OSD) Positive Covenant

1. The stormwater detention facility as described on the plan H01-H05, H11 and H18-H19 prepared by Green Arrow Hydraulics and certified by Urbanex Pty Ltd forming part of development consent 299/2014 issued by Council (**Onsite Storage Detention Facility**) shall not be altered or removed in whole or in part without the written approval of Council.
2. The Owners Corporation must comply with all terms of any positive covenant (**Positive Covenant**):
 - (a) registered on title to the Common Property;
 - (b) in favour of Council as the prescribed authority; and
 - (c) relating to the Onsite Storage Detention Facility.
3. The Owners Corporation is to maintain the Onsite Storage Detention Facility in working condition in accordance with the maintenance schedule (**Approved Maintenance Schedule**) forming part of the Positive Covenant.
4. An annual maintenance summary relating to the Onsite Storage Detention Facility together with associated certificates must be sent to Council by the Owners Corporation within the first month of every calendar year. In this regard:
 - (a) All critical inspections must be carried out by a qualified person;

- (b) A maintenance log book shall be maintained by the Owners Corporation in accordance with the Approved Maintenance Schedule, kept on site and readily available for inspection by a Council officer; and
 - (c) All costs shall be borne by the Owners Corporation.
5. Authorised Council employees are to be allowed access to the Common Property for inspection of the Onsite Storage Detention Facility upon reasonable notice.
6. The Owners Corporation is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance with this by-law. If the Owners Corporation does not comply with any such notice, Council or its authorised agents may enter the Common Property and carry out the specific work and recover from the Owners Corporation any costs incurred as a result of doing so.
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By-Law 32. Electricity Sub-Chamber

Registered on title to the Common Property is (or will be) a lease:

- (a) of substation premises (**Leased Premises**);
- (b) granted to Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385) (**Alpha**); and
- (c) under which certain easements are also granted (**Easements**).

No works are permitted within or around the Leased Premises or the sites of any of the Easements without the prior written approval of Alpha (or the lessee for the time being under the lease).

By-Law 33. Communications Tower

1. Permitted Use

Despite anything else contained in these By-laws:

- (a) The Registered Proprietor has the special privilege to carry out the Permitted Use, provided that:
 - (i) The Registered Proprietor minimises disturbance to occupiers in the Building;
 - (ii) the Registered Proprietor must comply with clauses 1(d)(i)A-D of this by-law in relation to the laying of any cables; and
 - (iii) the Registered Proprietor must comply with clauses 1(e)(i) and (ii) of this by-law in relation to the installation of satellites and any other work that may affect the structure of the Building.
- (b) The Registered Proprietor has the special privilege to at all times access (on an unrestricted basis and with or without all necessary vehicles, equipment and workman) to and from Lot 91 and any Telecommunications Facility within Lot 91 and to use the

common property for the use of the Telecommunications Facility, provided that the Registered Proprietor must in doing so minimise any inconvenience to occupiers in the Building.

- (c) If the Registered Proprietor requires the use of the common property to access Lot 91 or to conduct works on the Telecommunications Facility or parts of the Parcel, the Registered Proprietor must provide at least seven (7) days' written notice to the Owners Corporation of its intention to use the common property for the relevant purpose/s over the extended period.
- (d) The Registered Proprietor has the special privilege to:
 - (i) lay, maintain and use electricity cables, communication cables and other cables reasonably required for the use of the Telecommunications Facility through, over, under or within the Building or the Parcel (including the common property and including between different parts of Lot 91), but not over land, to connect the Telecommunications Facility to the public electricity supply and to transmit electricity through those cables, provided that:
 - A. the Registered Proprietor will attempt to use connections in the Building as close as possible to Lot 91;
 - B. any cables used to connect the Telecommunications Facility to the public electricity supply or in connection with the Permitted Use will be as unobtrusive as possible, will not run over ground, will not be visible (other than on the rooftop) and will not impede the use of the common property by any occupiers in the Building;
 - C. all cables on the roof of the Building need to be kept tidy and in one cable tray; and
 - D. the Registered Proprietor must during installation minimise disturbance, or ensure the Tenant minimises disturbance, to occupiers at the Building;
 - (ii) repair, replace, renew, alter, maintain and upgrade the cables referred to in by-law 33(1)(d)(i);
 - (iii) install the Telecommunications Facility and maintain any and all antennas and associated Ancillary Equipment where necessary within the Parcel;
 - (iv) with the approval of the owners corporation (which cannot be unreasonably withheld), alter from time to time the location within Lot 91 of the relevant antennas and (within the parcel) the associated Ancillary Equipment, provided that the Registered Proprietor must prior to such alteration provide certification from a structural engineer that the new position will not affect the structural integrity of the Building;
 - (v) use the parts of the common property reasonably required, as well as the services of the Building or the Parcel (at the Registered Proprietor's cost), as may be necessary for the use and enjoyment of Lot 91 and the Telecommunications Facility by the Registered Proprietor; and
 - (vi) use so much of the common property adjoining and adjacent to:
 - A. the Building; and/or
 - B. any installation, improvement or property of the Registered Proprietor,as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Telecommunications Facility, and minimising disturbance to occupiers;

- (vii) install separate metering for the services (including electricity and telecommunications services) to Lot 91, so that all power usage associated with the Telecommunications Facility is paid for by the Registered Proprietor or the Tenant; and
 - (viii) erect and maintain signage around Lot 91 and the Telecommunications Facility for the purposes of complying with the Australian safety standards.
- (e) The Registered Proprietor has the special privilege to carry out any structural or other works on or to the Building and the Parcel (including the common property) as reasonably required for the Permitted Use, provided that a report has first been provided to the owners corporation by a practising structural engineer, either:
- (i) confirming there will be no detrimental effect on the Building from those structural or other works; or
 - (ii) setting out what structural work must be carried out as part of those structural or other works to maintain the structural integrity of the Building, and the Registered Proprietor carries out that recommended structural or other work as part of its works.
- (f) If the Tenant is granted a lease over a Lot or any other part of the Parcel:
- (i) the Tenant may only use the Lot or the relevant part (as the case may be) for the use permitted under that lease; and
 - (ii) in consideration of the grant of special privilege in this by-law, the net rent, being the rent paid less strata levies, council rates, water rates and other costs for lot 91 and related to the Permitted Use (collectively, **Sundries**), paid under the Telstra Lease will be shared equally by the Registered Proprietor and the owners corporation. Within 14 days of receipt of any rent under the Telstra Lease, the Registered Proprietor will provide a breakdown of the rent and Sundries to the owners corporation. The owners corporation will issue a tax invoice to the Registered Proprietor for one-half of the net rent and the Registered Proprietor must pay one-half of the net rent to the owners corporation within 14 days of receipt of that tax invoice.
- (g) In respect of any damage to common property as a result of the Permitted Use:
- (i) if the Registered Proprietor first becomes aware of it, the Registered Proprietor must notify the owners corporation within 24 hours of becoming aware and must notify the Tenant within 24 hours of becoming aware (providing immediate evidence of that notice to the owners corporation); and must not overload the structure of the Building; and
 - (ii) if the owners corporation first becomes aware of it, the owners corporation will immediately notify the Registered Proprietor in writing, and the Registered Proprietor must then notify the owners corporation within 24 hours of being so informed and must notify the Tenant within 24 hours of being so informed (providing immediate evidence of that notice to the owners corporation), and
- and in either case:
- (iii) the Registered Proprietor and Tenant must not overload the structure of the Building;
 - (iv) if the repair work requires immediate rectification and the Tenant does not attend and rectify within a reasonable time taking into account the extent and type of the damage, the owners corporation and Tenant will refer the matter to the owners corporation's insurer for repair; and

- (v) if the repair is not covered by the owners corporation's insurance policies or the insurer fails to act to effect repairs within a reasonable time, the owners corporation will engage an appropriately qualified person to repair the damage, and:
 - A. the Registered Proprietor will within 14 days of demand reimburse the owners corporation 50% of the cost of those repairs, and
 - B. the Registered Proprietor (and to the extent possible the owners corporation) will claim that repair cost from the Tenant under the lease, in negligence, in tort or on such other basis as is appropriate.
- (h) For the avoidance of doubt, the Registered Proprietor may exercise the rights conferred under this by-law without obtaining the further consent or approval of the Owners Corporation.
- (i) Subject to anything in these by-laws to the contrary (including but not limited to the obligations on the Registered Proprietor under clause 3(b)), the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the common property.

2. Permits and Approvals

- (a) The Owners Corporation authorises the Registered Proprietor (at its expense) to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Telecommunications Facility and to exercise and procure (at the Registered Proprietor's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application.
- (b) The Owners Corporation must sign all documentation where required and provide all assistance required by the Registered Proprietor, or any authorised person to obtain the permits, consents and approvals referred to in the by-law 33(2)(a), provided that the Registered Proprietor has first provided to the owners corporation:
 - (i) a report from a structural engineer that the works in 33(2)(a) will not affect the structural integrity of the Building;
 - (ii) evidence that those works will comply with this by-law (including 1(d)(i)); and
 - (iii) evidence that those works will be wholly within Lot 91.

3. Consent of Owners Corporation and obligations on Registered Proprietor

- (a) The Registered Proprietor may carry out works on or to common property in connection with the Telecommunications Facility, but must (except in the case of an emergency) provide to the Owners Corporation seven (7) days' prior notice of the works. In an emergency, the Registered Proprietor must notify the Owners Corporation of the works as soon as practicable before such works are commenced.
- (b) The Registered Proprietor must properly maintain and keep in a state of good and serviceable repair the Telecommunications Facility or the Permitted Use, including all common property affected by the Telecommunications Facility or the Permitted Use, and must ensure that no part of the Telecommunications Facility emits any noise which may disturb the quiet enjoyment of an occupier in the Building.
- (c) The owner Registered Proprietor indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of the Telecommunications Facility or the Permitted Use.

4. No Restriction on Commonwealth Legislation

- (a) Nothing in these by-laws affects, restricts, limits or derogates from the rights, powers and immunities of the Tenant under and by virtue of the Telco Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Owners Corporation agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Telco Act to waive its right to:
 - (i) be given notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Telco Act of the Tenant's exercise of its powers to inspect and/or install a low impact installation and to maintain the Telecommunications Facility; and
 - (ii) object to an activity which would have been the subject of notice if not for the operation of this by-law 33(4)(b).

5. Definitions

In this by-Law 33:

Ancillary Equipment means any associated fixtures, fittings and equipment required to maintain transmission and includes remote radio units, tower mounted amplifiers and associated mounts and supports.

Building means the building comprising the improvements of strata plan 92417.

Lot 91 means Lot 91 in the strata plan.

Permitted Use means the installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, use and operation of, and access to and from any Telecommunications Facility within or around Lot 91, including without limitation:

- (a) Affixing that Telecommunications Facility to common property;
- (b) The doing of anything that is permitted under the Telco Act; and
- (c) The use of Lot 91 for any purpose for which it may be used by the Tenant under the Telecommunications Lease.

Registered Proprietor means the registered owner of Lot 91 from time to time and anyone authorised by that owner.

Telco Act means the *Telecommunications Act 1997 (Cth)*.

Telecommunications Facility means the equipment housing, tower/s, antennas, associated ancillary equipment and/or any other fixtures, fitting, structures, and cabling as shown in the attached plans or as approved by the owners corporation (acting reasonably) from time to time.

Telecommunications Lease means any arrangement:

- (a) granting a lease and/or licence in relation to Lot 91 and/or any other parts of the Parcel; and
- (b) under which the Registered Proprietor is the lessor and/or licensor.

Telstra Lease means the initial lease granted to Telstra Corporation Limited (ABN 33 051 775 556) in relation to Lot 91 after the registration of the strata plan and includes any renewal or extension of that lease.

Tenant means the lessee and/or licensee from time to time under a Telecommunications Lease and includes that person's assigns and transferees.

DRAWING DOCUMENT DESCRIPTION	DRAWING NUMBER	SHEET NO.	SHEET TOTAL	ISSUE DATE	DRAWING STATUS			
					CANCELLED	REVISED	APPROVED	REVISIONS
SITE SPECIFIC NOTES SHEET 1 OF 2	N110379	50	1	13/03/18				
SITE SPECIFIC NOTES SHEET 2 OF 2	N110379	50	1	13/03/18				
SITE ACCESS AND LOCALITY	N110379	51	2	13/03/18				
ANTENNA LAYOUT	N110379	51	2	13/03/18				
SOUTH WEST ELEVATION	N110379	53	2	13/03/18				
ANTENNA CONFIGURATION TABLE	N110379	53	2	13/03/18				
EQUIPMENT LAYOUT	N110379	54	1	13/03/18				
AC POWER CONNECTION	N110379	52	1	13/03/18				
S/C TO SUPPORT FRAMING DETAILS SHEET 1	N110379	57	1	13/03/18				
SHELFER SUPPORT FRAMING DETAILS SHEET 2	N110379	56	1	13/03/18				
SHELFER SUPPORT FRAMING DETAILS SHEET 3	N110379	56	1	13/03/18				
ANTENNA MOUNT FRAMING DETAILS SHEET 1	N110379	73	1	13/03/18				
ANTENNA MOUNT FRAMING DETAILS SHEET 2	N110379	73	1	13/03/18				
ANTENNA MOUNT FRAMING DETAILS SHEET 3	N110379	73	1	13/03/18				
ANTENNA MOUNT FRAMING DETAILS SHEET 4	N110379	73	1	13/03/18				
ANTENNA MOUNT FRAMING DETAILS SHEET 5	N110379	73	1	13/03/18				
ANTENNA MOUNT FRAMING DETAILS SHEET 6	N110379	73	1	13/03/18				
RRU MOUNTING DETAILS	N110379	74	1	13/03/18				
STRUCTURAL DESIGN CONSTRUCTION DETAIL OF PROPOSED ANTENNA	N110379	21	1	13/03/18				
REFERENCE DRAWINGS:								
STANDARD CONSTRUCTION NOTES	017869P01	1	2	18/11/17				
CABLE LADDER SUPPORT DETAILS	017869P04	1	3	11/02/17				
CABLE LADDER FRAMES DETAILS	017869P05	1	1	12/05/08				
ICS MK3 SHELTER SPECIFIC POWER SYSTEM	017869P24	5	1	21/06/14				
RBS 6202 STANDARD RACK LAYOUT	017869P31	10	2	14/11/15				
RBS PATHFINDER RACK LAYOUT - TOWER OPTION	017869P31	11	3	10/10/15				
ELECTRICAL SPECIFICATION	017869P40	1	2	02/12/09				
CONNECTION METHOD TO ELEVATED RISE/ALIGNMENT	017869P201	4	1	15/03/11				
EARTHING OF FEEDERS WITHIN RDU/TOP FEEDERS ONLY	017869P201	7	1	21/02/12				
FEEDER EARTHING DETAILS	017869P201	11	1	24/02/12				
INDUSTRIAL/COMMERCIAL/RESIDENTIAL INTERNAL EARTHING DETAILS	017869P201	13	3	28/05/12				
TYPICAL FEEDER EARTH BAR DETAILS	017869P201	18	1	18/10/11				
RDU FEEDER EARTHING P & S DETAIL	017869P201	20	1	17/02/12				
RRU FEEDER EARTHING - SANISUNG CABLE	017869P201	22	1	27/09/13				
RDU/TOP SITE CABLES AND LOW IMPACT SHELTER RDU INSTALLATION	017869P201	13	2	31/08/12				

Telstra
LIDCOMBE 3-7 TAYLOR ST
 Node Manager Address ID 315888

ADDRESS 3-7 TAYLOR ST
 LIDCOMBE
 NSW 2141



ORDER	ISSUE	DATE	BY	FOR	AMENDMENT	EXAM APP'D	DATE	BY

Telstra
 MOBILE NETWORK SITE 315888
 LIDCOMBE 3-7 TAYLOR ST
 DRAWING INDEX AND DOCUMENT CONTROL
 3-7 TAYLOR ST, LIDCOMBE NSW 2141
 N110379

SITE SPECIFIC NOTES		ENVIRONMENTAL ISSUES		WORKPLACE HEALTH & SAFETY		SITE REFERENCE DETAILS							
<p>EQUIPMENT SHELTER</p> <p>TYPE: PROPOSED TELSTRA EQUIPMENT SHELTER ICS MK3 SIZE(mm) 3150 (L) x 2300 (W) x 2750 (H) BASE TYPE: STEEL GRILLAGE COLOUR: PALE EUCALYPT FEEDER ENTRY WINDOW: REAR RIGHT SIDE REFERENCE DRAWING: N110379 SHEET 51</p>	<p>NO ISSUES KNOWN</p>	<p>REFER TO SAFE WORK PRACTICE REGISTER</p>	<p>REFER TO SHEET 52 FOR POWER SUPPLY</p>	<p>REFER TO SAFE WORK PRACTICE REGISTER</p>	<p>REFER TO SHEET 52 FOR POWER SUPPLY</p>	<table border="1"> <thead> <tr> <th>OCCUPIER</th> <th>SITE NAME</th> <th>SITE CODE</th> </tr> </thead> <tbody> <tr> <td>TELSTRA</td> <td>LIDCOMBE 3-7 TAYLOR ST</td> <td>315888</td> </tr> </tbody> </table> <p>RENSA SITE NUMBER: 2414027 STRUCTURE OWNER: PRIVATE</p>	OCCUPIER	SITE NAME	SITE CODE	TELSTRA	LIDCOMBE 3-7 TAYLOR ST	315888	<p>GENERAL NOTES</p> <p>1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS SPECIFIED OTHERWISE</p> <p>2. BIRD PROOFING CABLES AND ALL ACCESS POINTS ON THE STRUCTURE MUST BE BIRD PROOFED IN ACCORDANCE WITH THE METHODS SPECIFIED IN DOCUMENT NO 100415 EXTERNAL PLANT STANDARDS FOR MOBILE BASE STATIONS, SECTION 6.1.3.</p> <p>3. SERVICES WHERE SHOWN ARE INDICATIVE ONLY. LOCATION OF ALL RELEVANT SERVICES WHERE SHOWN SHALL BE IDENTIFIED AND CONFIRMED IN ORDER TO COMMENCE WORK. THE CONTRACTOR TO CONSULT WITH RELEVANT AUTHORITIES FOR DIRECTIONS AND PERMITS REQUIRED. (SEE DRAWING NO. 1541110)</p> <p>4. FEEDER CONNECTION DETAILS, ELECTRICAL AND MECHANICAL DETAILS ARE TO BE OBTAINED FROM CABLEAD REPORTS.</p> <p>5. CONSTRUCTORS ARE TO BE AWARE OF TELSTRA DOCUMENT 40114 08-11 AND IN PARTICULAR CLAUSE 7.3.1 & 7.3.2 WHICH DESCRIBE REQUIREMENTS PERSONNEL MUST UNDERTAKE IN RESPECT TO ASBESTOS MANAGEMENT AT TELSTRA FACILITIES</p>
OCCUPIER	SITE NAME	SITE CODE											
TELSTRA	LIDCOMBE 3-7 TAYLOR ST	315888											
<p>STRUCTURE</p> <p>TYPE: EXISTING R.C. CONCRETE HEIGHT: 21.1m</p>	<p>POWER SUPPLY</p>	<p>PROPERTY SIGNAGE</p> <p>SPECIFY PROPERTY SIGNAGE AS PER DOCUMENT 017869P42 PROPERTY SIGN INCLUDES RNSA SITE NUMBER, SITE NAME, BRANDED SITE IDENTIFICATION (REGULAR USE), TELSTRA SITE NUMBER 315888, USBC PART NUMBER 7140129-AL</p>	<p>SITE ACCESS</p> <p>VIA 1-7 TAYLOR STREET REPORT TO ON SITE SECURITY EQUIPMENT SHELTER IS LOCATED ON PROPOSED SHEET 51 FOR DETAILS</p>	<p>SITE REFERENCE DETAILS</p> <p>OPTICAL FIBRE ABOVE GROUND OPTICAL FIBRE BELOW GROUND ABOVE GROUND ELECTRICAL SUPPLY BELOW GROUND ELECTRICAL SUPPLY GAS SUPPLY BELOW GROUND HIGH VOLTAGE ELECTRICAL SUPPLY WATER SUPPLY ABOVE GROUND WATER SUPPLY BELOW GROUND SEWER LINE STORM WATER ABOVE GROUND FEEDER CABLES BELOW GROUND FEEDER CABLES</p>	<p>ANTENNA ADDRESS</p> <p>TELSTRA (ACCESS) ACCESS TO ROOFTOP AND THEN HAND REACH FROM RNSA ANTENNAS BY RIDGER CLIMBING PERSONNEL</p>	<p>ANTENNA MOUNTS</p> <p>TYPE: PROPOSED STEEL MOUNTS COLOUR: GALVANNESED FINISH</p>	<p>EARTHING DETAIL</p> <p>ALL EARTHING WORK SHALL COMPLY WITH TELSTRA DOCUMENT 017869P07 REFER TO 017869P201 SHEET 13 FOR DETAILS.</p>						
<p>COMPLIANCE BOX</p> <p>COMPLETED AS PER DESIGN <input type="checkbox"/></p> <p>ALTERATIONS IN RED <input type="checkbox"/></p> <p>NAME (PRINT) _____ DATE _____</p>	<p>ERICSSON</p>	<p>SITE DESIGN BRIEF NA16984 01 ISSUE 1 DATED 08/12/2017</p>	<p>FOR CONSTRUCTION</p> <p>Telstra MOBILE NETWORK SITE 315888 LIDCOMBE 3-7 TAYLOR ST SITE SPECIFIC NOTES SHEET 1 OF 2 3-7 TAYLOR ST, LIDCOMBE, NSW 2141 N110379</p>										

EQUIPMENT NOTES - PROJECT NO NA16984.01				EXISTING	PROPOSED	TOTAL	REFERENCE DWG
1	ERICSSON 584292 ALU BATT. (TE1600/WCDMA800)	500 x 525 x 34mm (W/D/H) INSTALLED IN ASU PATH UNDER RACK	1	2	3	-	
2	RASB200 SUPPORT RACK	450U PATH UNDER RACK	1	2	3	-	
3	E-TEK SP22 (PSS)	600 x 400 x 220mm (W/D/H)	1	1	2	-	
4	E-TEK 4500 (PSS)	PP2-4E 200W	1	1	2	-	
5	E-TEK SP22 BATTERY STRINGS	500W EVN BATTERY RESERVE CAPACITY 1 HRS	1	2	3	-	
6	E-TEK 48V DC/DC CONVERTERS	120W REGULATORS	1	4	5	SH-24	
7	ERICSSON BASEBAND UNIT	DUS4 CARD	1	1	2	-	
8	ERICSSON BASEBAND UNIT	DUS4 CARD	3	1	4	-	
9	ERICSSON BASEBAND UNIT	RFAS CARD	1	1	2	-	
10	ERICSSON RRU-S22 (B3)	374 (h) x 178 (w) x 90 (mm h), FACTORY FINISH FOR LTE900 (4.500)	1	3	4	-	
11	ERICSSON RAD UNIT (R1)	LTE900 RUS-62 (B30)	1	6	7	-	
12	ERICSSON RAD UNIT (RU)	WCDMA800 RUS-62 (B3)	0	6	6	-	
13	NAELIUS TWIN TMA2004	FOR LTE900	0	3	3	-	
14	DDF0035 TRANSMIT FILTERS	FOR WCDMA800	2	3	5	-	
15	GC00035 COUPLERS	FOR LTE900 & WCDMA800	0	3	3	-	
16	SPD BOX 12.3 WAY	FOR LTE900	1	1	2	-	
17	HYBRID CABLES (LTE900)	78' (SAY) (SING) CABLES 50m	0	1	1	-	
18	SPD12-500 (FEEDER TAILS)	FOR LTE900 (5m)	0	12	12	-	
19	MAIN FEEDER CABLES (FOR LTE900 & WCDMA800)	LEFT-500A 78' (51+50m 62+25m 53+50m)	1	12	13	-	
20	LTE900 GPS ANTENNA AND ASSOCIATED PARTS	FIXED TO SHELF WITH STANDARD MOUNT	0	1	1	-	

SITE DESIGN REF NA16984.01 ISSUE 1 DATED 09/12/2017

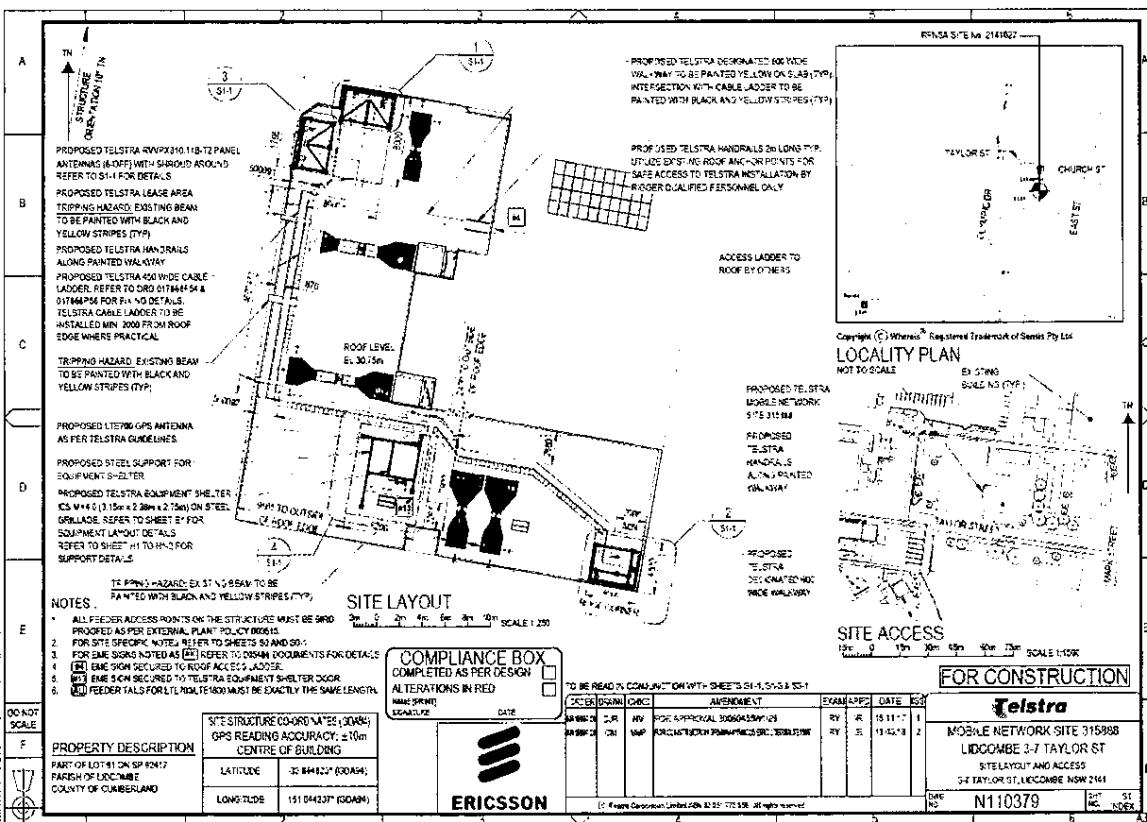
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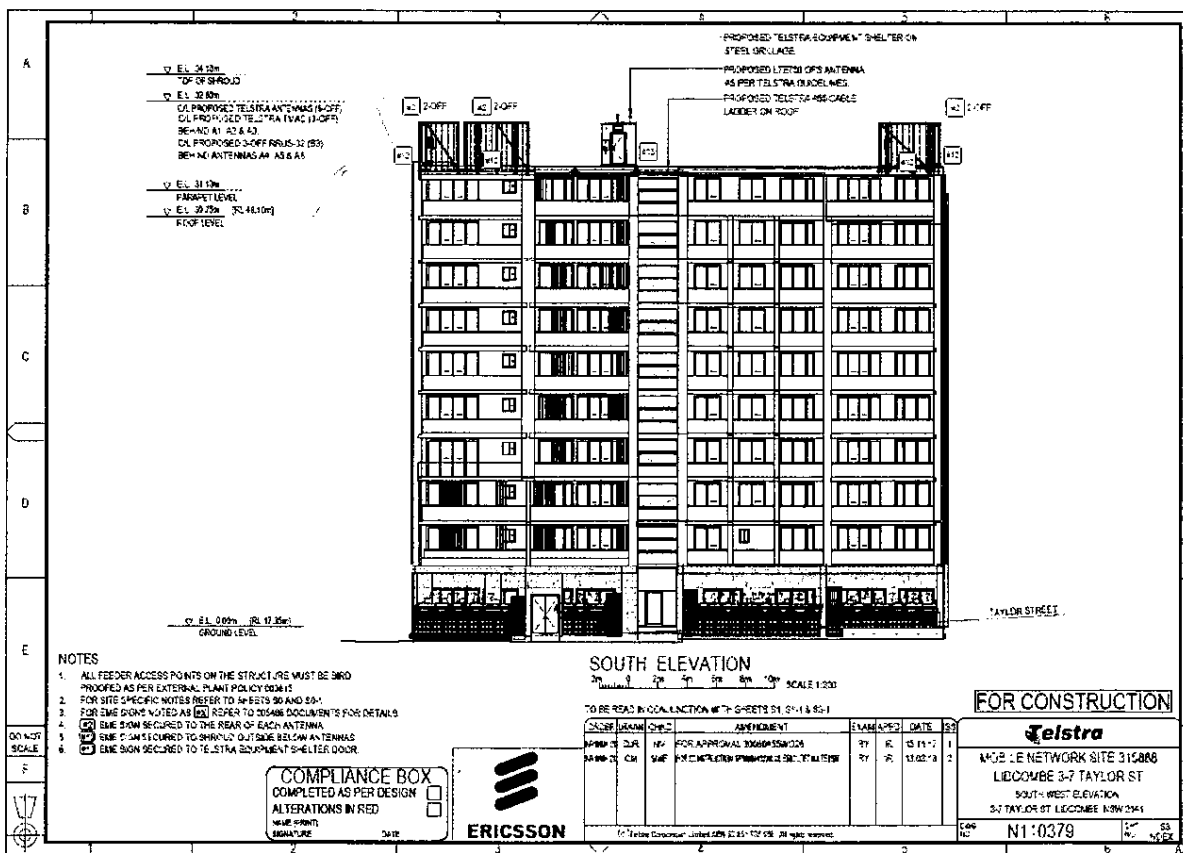
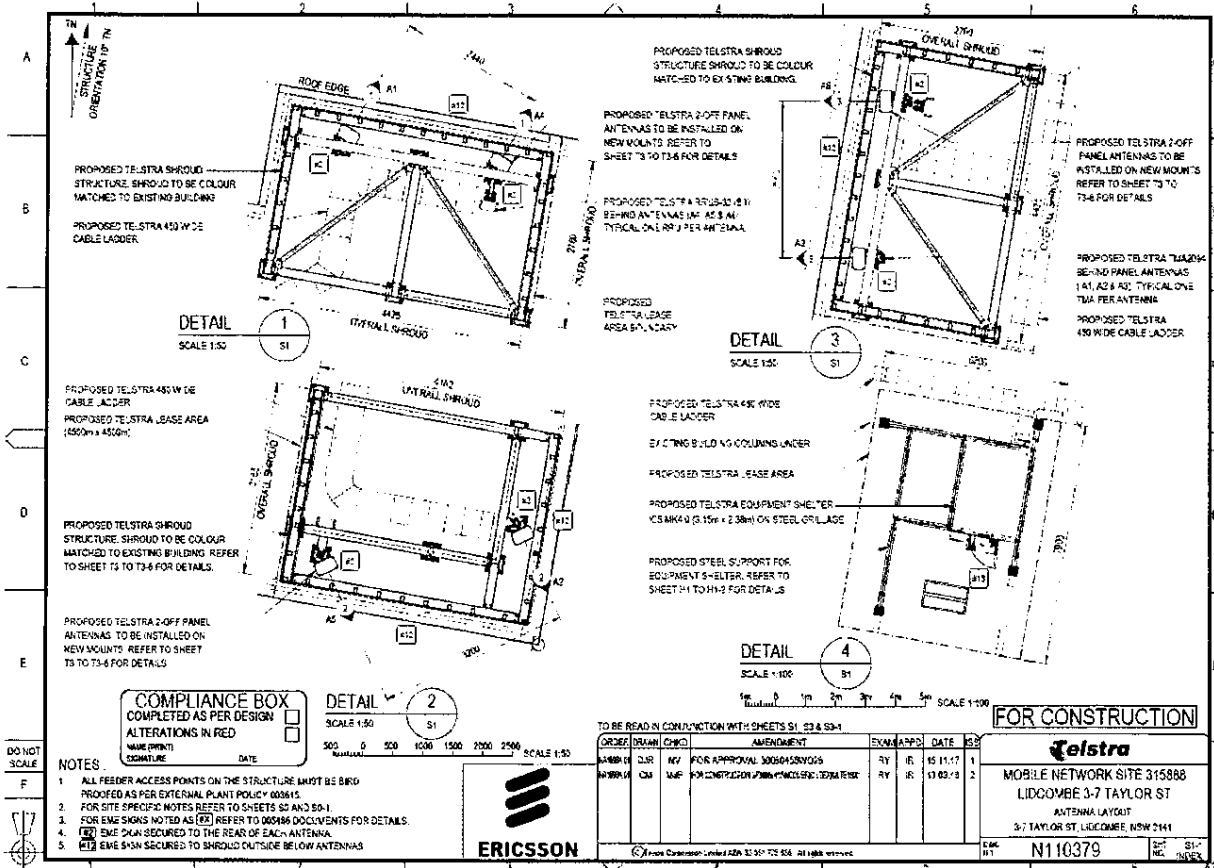
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 COMPLETED AS PER DESIGN
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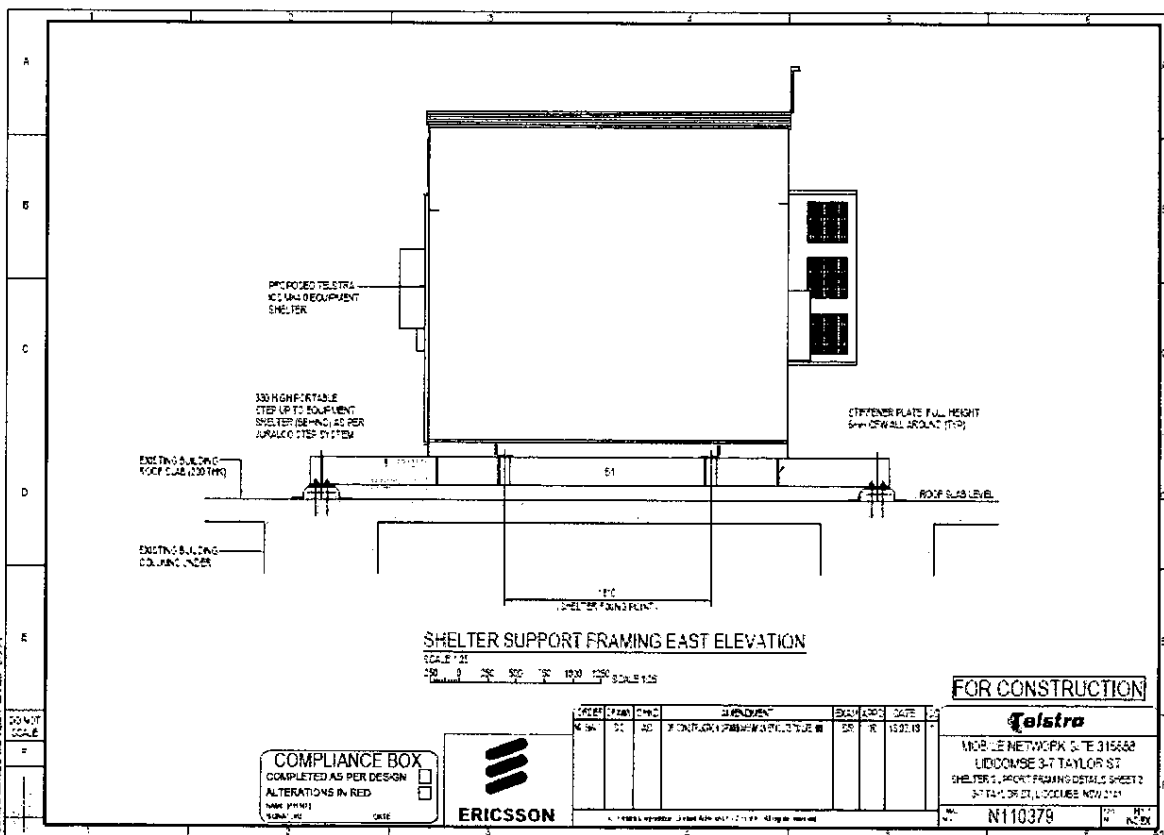
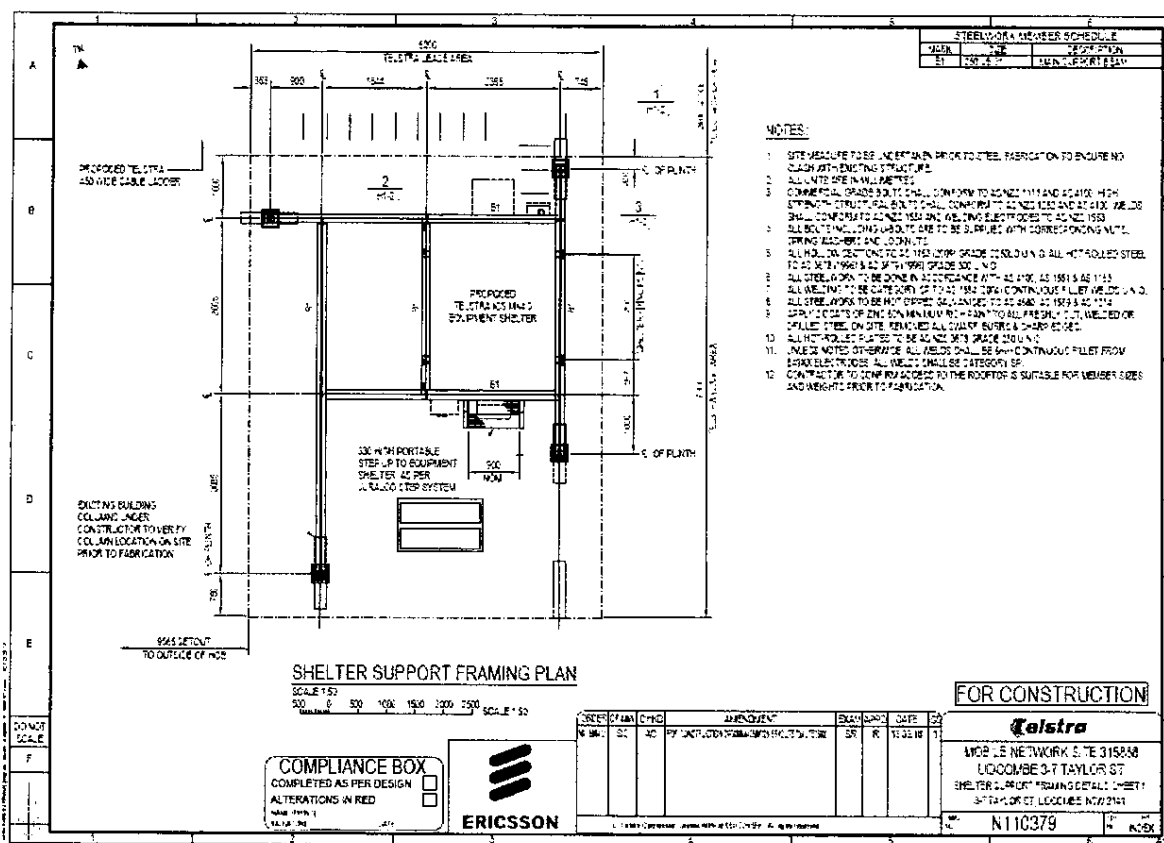


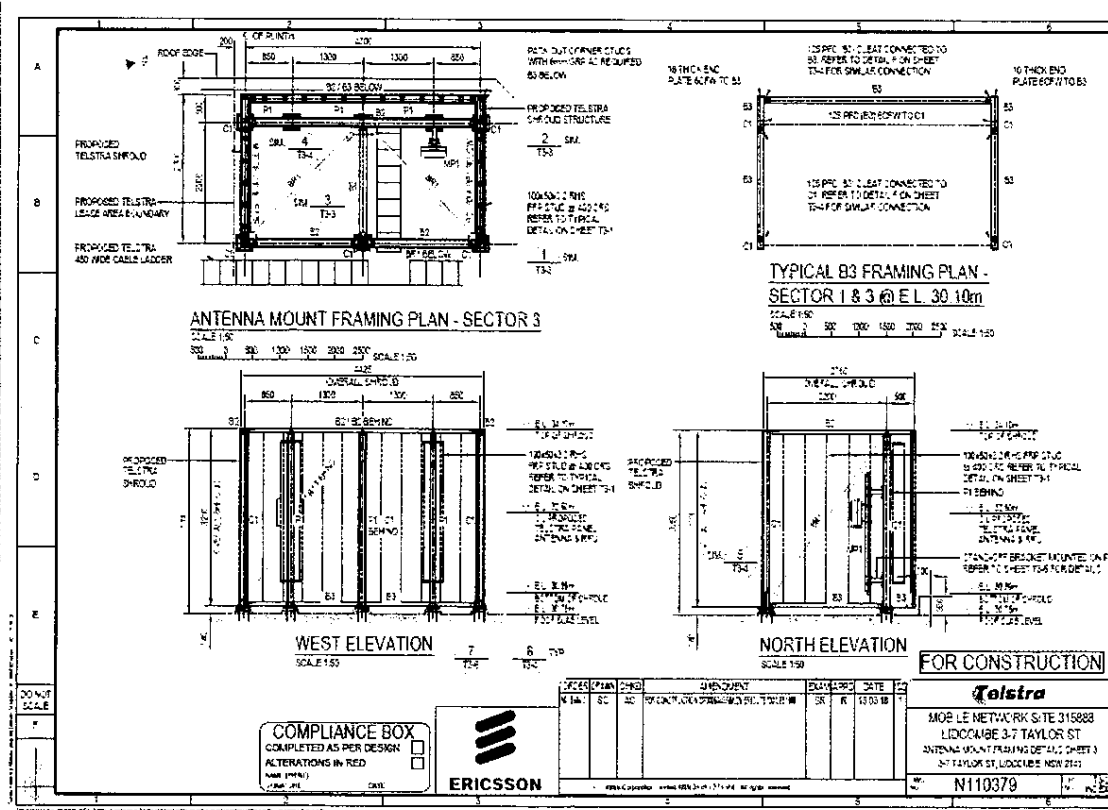
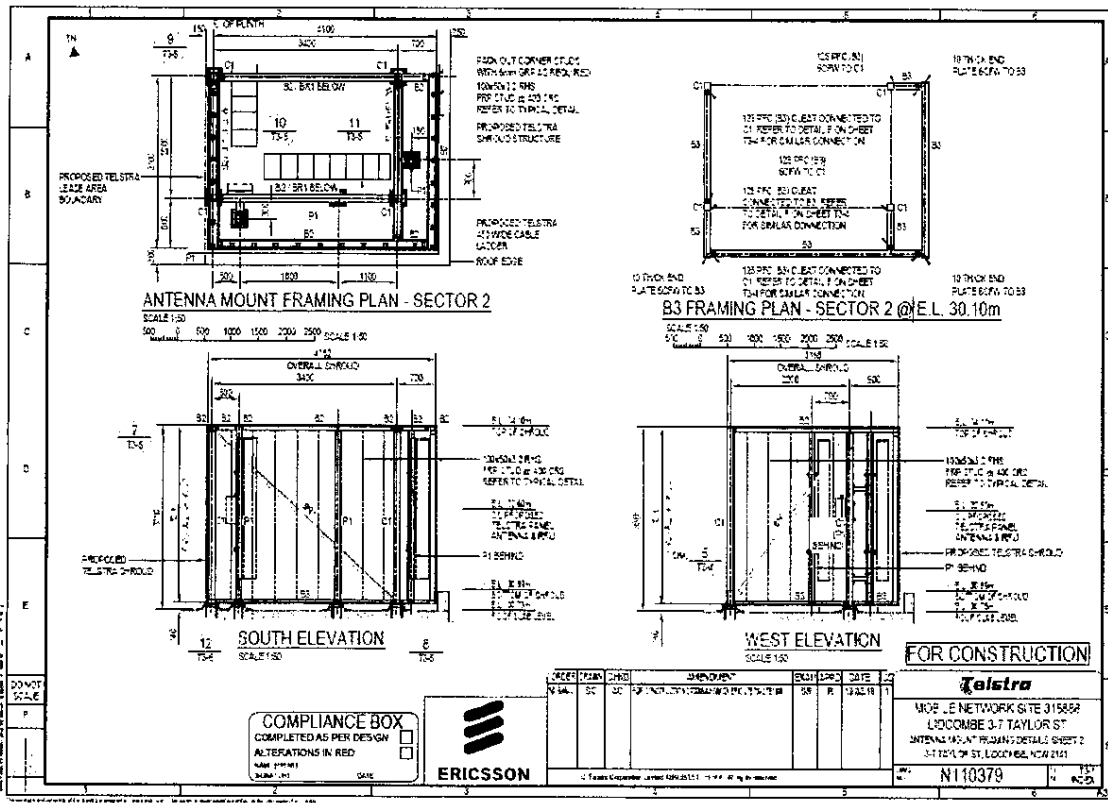
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13/03/18	RY	RY	FOR APPROVAL 300641300/05 FOR CONSTRUCTION PERMITS/REG. TELECOM	RY	13/03/18	1

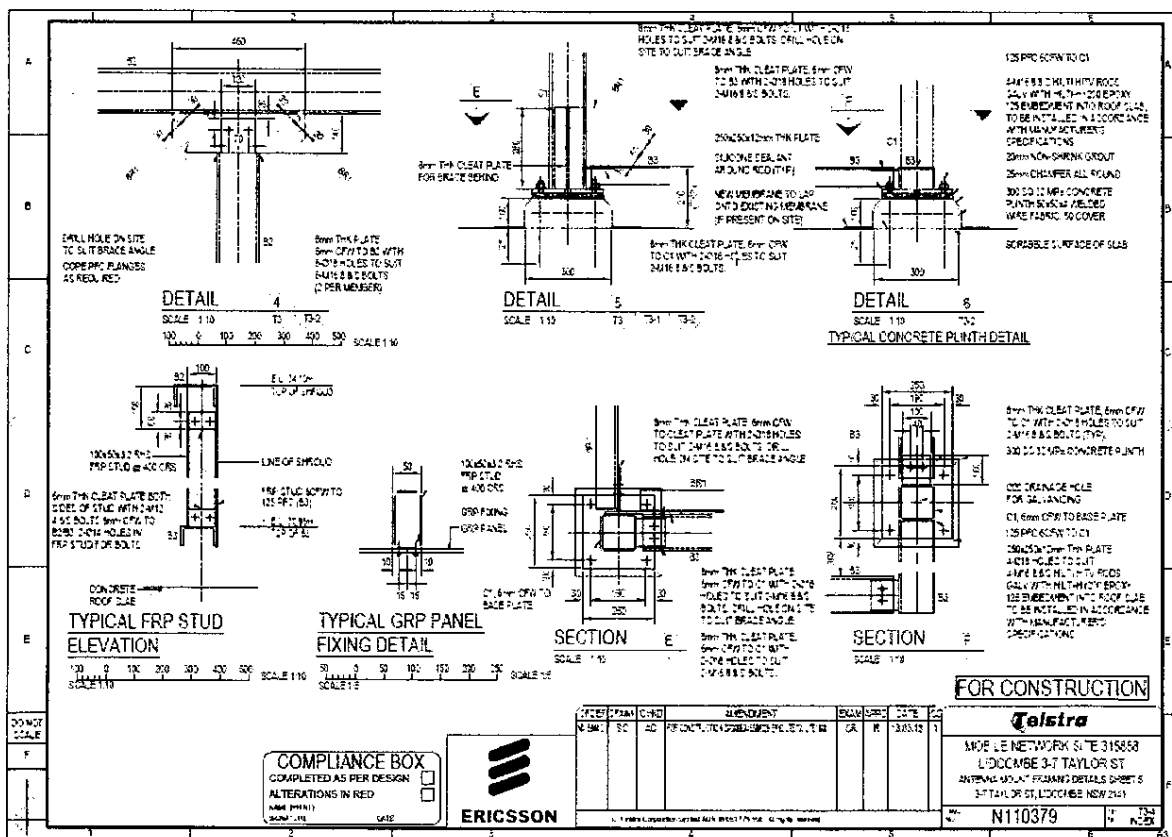
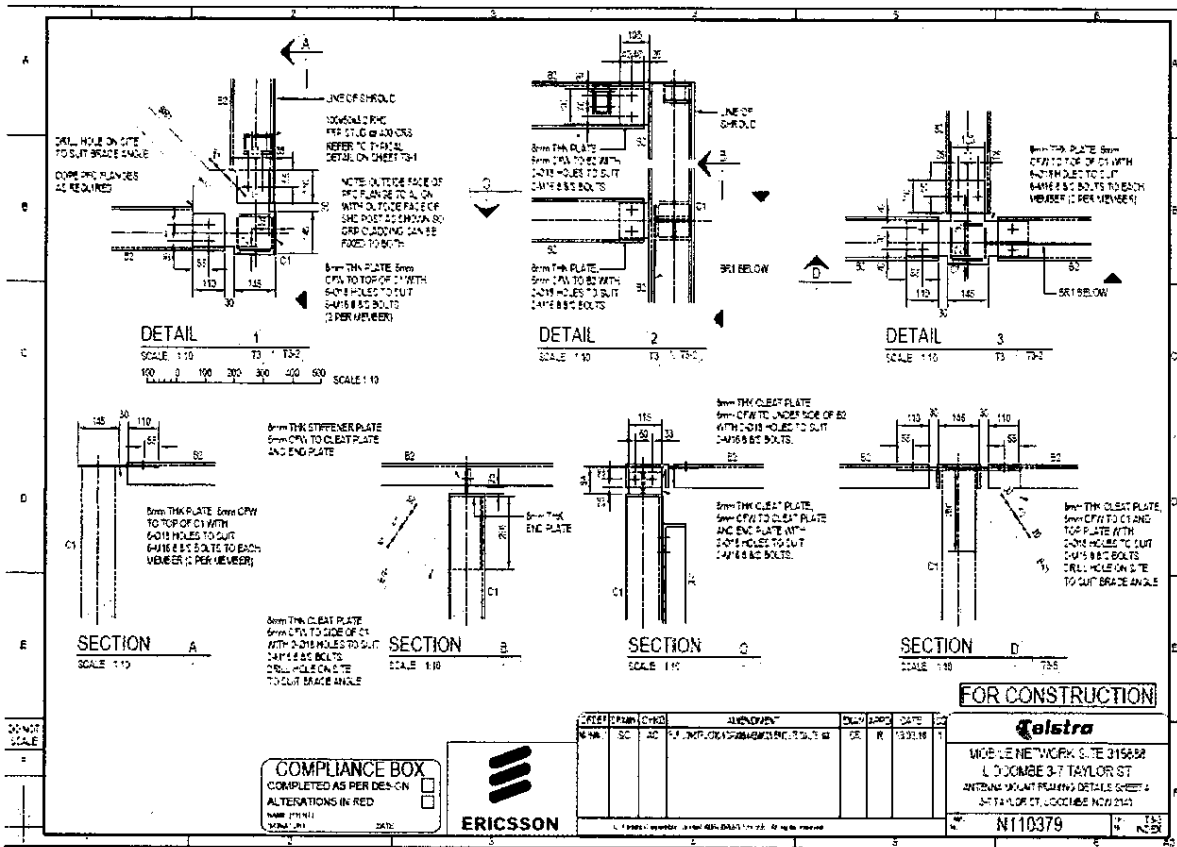
Telstra
 MOBILE NETWORK SITE 315888
 LIDCOMBE 3-7 TAYLOR ST
 SITE SPECIFIC NOTES SHEET 2 OF 2
 3-7 TAYLOR ST LIDCOMBE NSW 2141
N110379

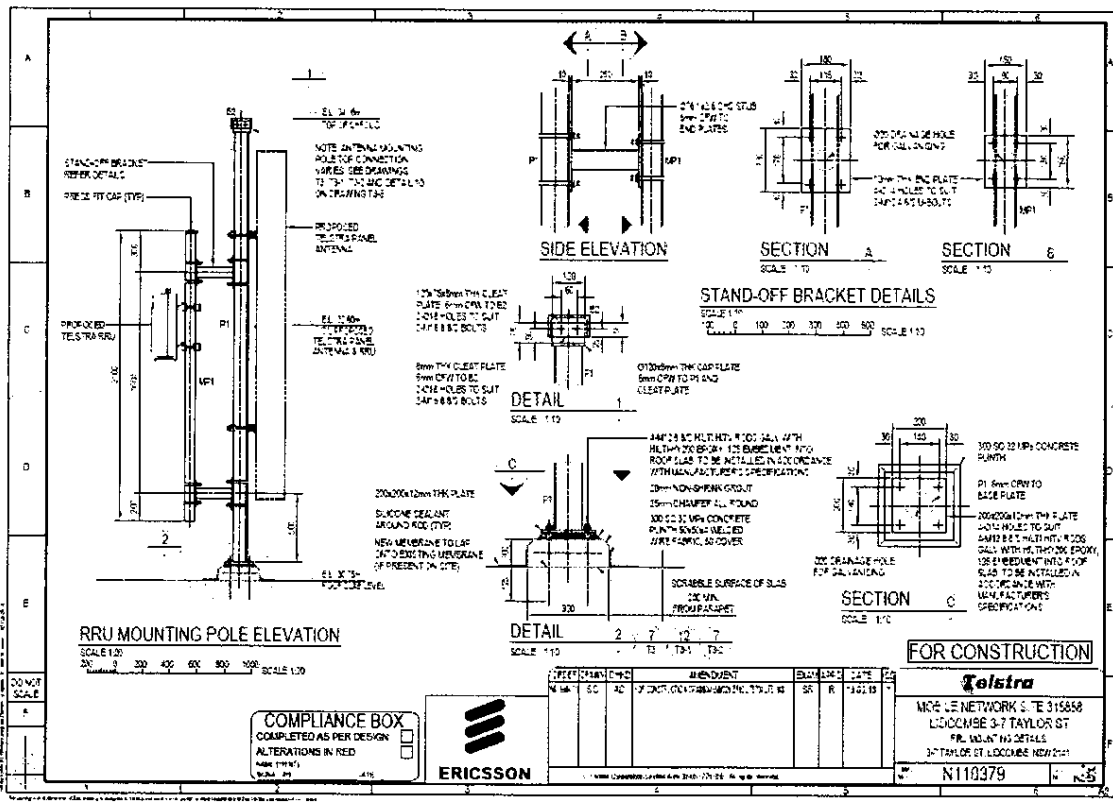
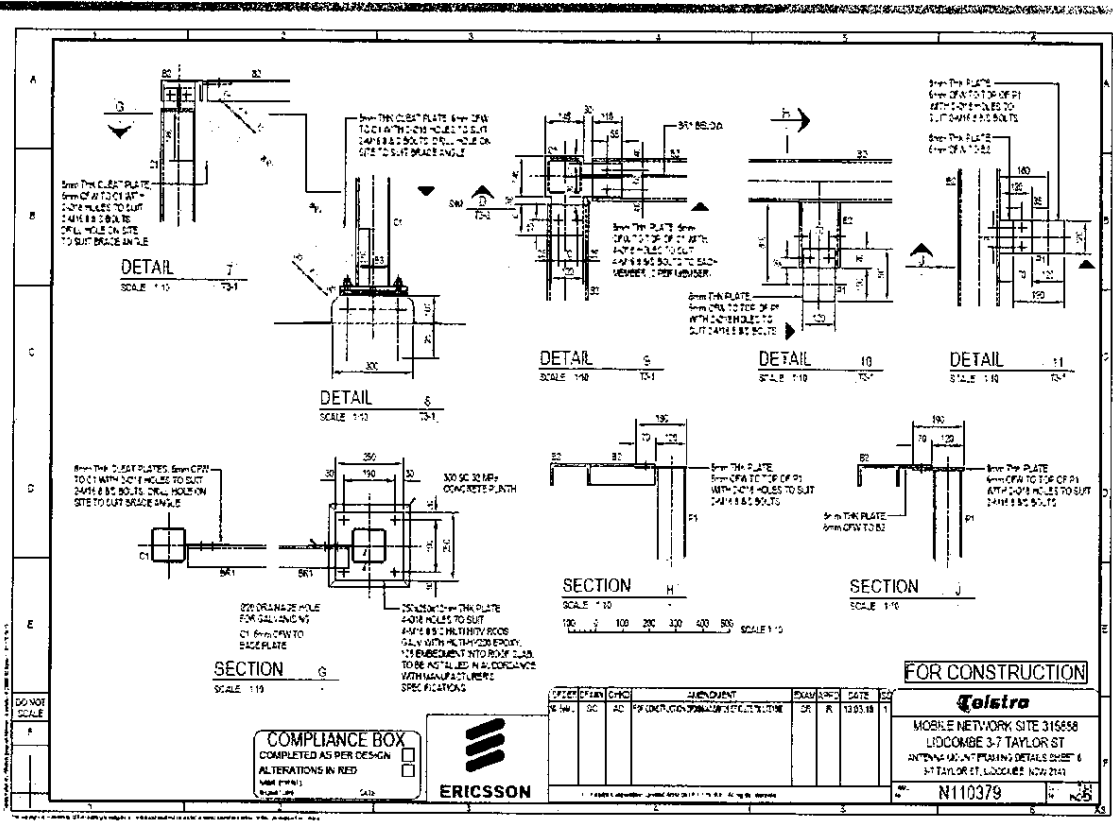












By-Law 34. Service of Documents on Owner of lot by Owners Corporation

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

By-law no. 35 –Air Conditioners (All Lots)

1. Introduction

The purpose of this by-law is to permit each owner to install an air conditioner, subject to the terms of this by-law.

2. Authorisation and Conditions of Work

2.1 The owners corporation, subject to the provisions of this by-law:

2.1.1 specifically authorises and grants a special privilege to each owner to carry out the Works; and

2.1.2 grants to each owner exclusive use of such of the common property as is reasonably required to keep and use their lot's Works.

2.2 Prior to commencing any Works, an owner must:

2.2.1 give at least 14 days' notice;

2.2.2 obtain the owners corporation's approval of the location of the Works; and

2.2.3 provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

2.3 For clarity, an owner can only commence the Works, once the location of the Works has been approved by the owners corporation.

2.4 During any Works, an owner must:

2.4.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;

2.4.2 cause as little disruption as possible to other occupants of the strata scheme;

2.4.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;

2.4.4 not store any items on common property; and

2.4.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.

- 2.5 Each owner must properly maintain and keep in a state of good and serviceable repair their lot's Works, including all common property forming part of or altered by those Works.
- 2.6 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their lot's Works.
- 2.7 Each owner must at his or her cost:
 - 2.7.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their lot's Works; and
 - 2.7.2 ensure that:
 - (a) their lot's Works do not create noise likely to interfere unreasonably with the peaceful enjoyment of the occupier of another lot;
 - (b) any holes or penetrations are at all times adequately sealed and waterproofed; and
 - (c) their lot's Works have sufficient fittings to ensure any condensation or other water runoff does not enter any other lot or the common property.

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

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;
- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.


4. **Interpretation**

In this by-law:

- 4.1 *Act* means the *Strata Schemes Management Act 2015*.
- 4.2 *lot* means a lot in the strata scheme;
- 4.3 *owner* means the owner of a lot for the time being;
- 4.4 *Works* means the installation of a split system air conditioner to service the inside of the lot, with the motor on the lot's balcony floor and in the location determined by the owners corporation, including installing pipes, wires and conduits through the common property wall separating the balcony from the inside of the lot, which must be consistent with the colour and appearance of the building. Where relevant *Works* means the Works that service an owner's lot;

- 4.5 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;
- 4.6 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; and
- 4.7 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.

Executed by The Owners – Strata Plan No.92417 in accordance with section 273 of the *Strata Schemes Management Act 2015*.


Signature of Committee Member/Strata Manager

Raymond Diab
Name of Committee Member/Strata Manager

Signature of 2nd Committee Member

Name of 2nd Committee Member



Common Seal



CUMBERLAND
CITY COUNCIL

APPLICANT: Alpha Lawyers
Level 2 Suite 200 16 Hunter Street
HORNSBY NSW 2077

PLANNING CERTIFICATE

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

Property: 82/3-7 Taylor Street LIDCOMBE NSW 2141
Title: Lot 82 SP 92417
Land No: 72521
Certificate No: PC2025/0276
Certificate Date: 22/01/2025
Applicant's Ref: Coutts

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160
T 02 8757 9000 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au
ABN 22 798 563 329

Welcome Belong Succeed

SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1 - Names of relevant planning instruments and DCPs**1. The following environmental planning instruments apply to the carrying out of development on the land:**

Cumberland Local Environmental Plan 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

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

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Resource and Energy) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

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

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Housing) 2021

Note: The land is identified as a Transport Oriented Development Area on the Transport Oriented Development Sites Map. Please refer to Chapter 5 Transport Oriented Development of State Environmental Planning Policy (Housing) 2021 for further details.

The following development control plan apply to the carrying out of development on the land:

Cumberland Development Control Plan 2021

2. The following proposed environmental planning instruments and development control plans apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:

No proposed environmental planning instruments apply

No proposed development control plans apply

In this item - proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

ITEM 2 - Zoning and land use under relevant planning instruments**1. (a) Zoning details in the environmental planning instruments identified in ITEM 1(1) above****Zone E1 Local Centre****1. Objectives of zone**

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.

- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To promote active street frontages on the ground floor of buildings that attract pedestrian traffic and that facilitate active and vibrant centres with inviting public domain areas.

2. Permitted without consent

Home occupations

3. Permitted with consent

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Group homes; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

4. Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Rural industries; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

(b) Additional permitted uses

The land is identified as a Transport Oriented Development Area on the Transport Oriented Development Sites Map. Additional Permitted Uses may be permitted with development consent. Please refer to Chapter 5 Transport Oriented Development of State Environmental Planning Policy (Housing) 2021 for further details.

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to this land

(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016).

(e) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

(f) Is there a heritage item situated on the land?

There are no heritage items situated on the land

2. (a) Zoning details in the proposed environmental planning instruments identified in ITEM 1(2) above

No draft zoning applies to the land

(b) Additional permitted uses

No draft additional uses apply

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016) under a draft environmental planning instrument.

(e) Is the land within a draft heritage conservation area?

The land is not within a draft heritage conservation area

(f) Is there a draft heritage item situated on the land?

There are no draft heritage items situated on the land

ITEM 3 - Contributions plans

1. The name of the contributions plan applying to the land is:

Cumberland Local Infrastructure Contributions Plan 2020

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

2. The name of the draft contributions plan applying to the land is:

No draft contributions plan applies.

ITEM 4 - Complying Development Exclusions

Is the land, land on which complying development may be carried out under 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?

Housing Code

Yes, under the Housing Code complying development may be carried out on the land.

Rural Housing Code

Yes, under the Rural Housing Code complying development may be carried out on the land.

Low Rise Housing Diversity Code

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

Housing Alterations Code

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code

Yes, under the General Development Code complying development may be carried out on the land.

Industrial and Business Alterations Code

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

Industrial and Business Buildings Code

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

Container Recycling Facilities Code

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code

Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code

Yes, under the Fire Safety Code complying development may be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Yes, under the Agritourism and Farm Stay Accommodation Code complying development may be carried out on the land.

ITEM 5 - Exempt Development Exclusions

Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Yes

ITEM 6 - Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

In this item –

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

ITEM 7 - Land reserved for acquisition

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

No

ITEM 8 – Road widening and road realignment

Is the land affected by any road widening or road realignment under:

- (a) *Division 2 of Part 3 of the Roads Act 1993; or*
(b) *Any environmental planning instrument; or*
(c) *Any resolution of the Council?*

No

ITEM 9 - Flood related development controls information

1. *Is development on the land or part of the land located within a flood planning area and subject to flood related development controls.*

Yes

2. *Is the land or part of the land between the flood planning area and the probable maximum flood (PMF) and subject to flood-related development controls.*

No

In this item-

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

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

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

ITEM 10 - Council and other public authority policies on hazard risk restrictions

(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No, see below
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No, see below
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

Acid Sulphate Soils: Council has not adopted a policy on Acid Sulphate Soils, however Acid Sulphate Soils have been mapped (refer to Cumberland Local Environmental Plan 2021 Acid Sulphate Soils Maps). Clause 6.1 of the LEP must be addressed if development is proposed where there are Acid Sulphate Soils.

Salinity: Council has not adopted a policy on Salinity, however Salinity have been mapped (refer to Cumberland Local Environmental Plan 2021 Salinity Maps). Clause 6.9 of the LEP states that Salinity must be considered prior to the approval of the development if the land is identified in the Salinity Map.

(b) Whether or not the land is affected by a policy adopted by another public authority (if the public authority has notified the council that the policy will be included in a planning certificate issued by the council) that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	aircraft noise	No

(viii)	salinity	No
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

ITEM 11 - Bush fire prone land

None of the land is bush fire prone land.

ITEM 12 - Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No. Contact NSW Fair Trading for more information.

ITEM 13 - Mine subsidence

Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

ITEM 14 - Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No

ITEM 15 - Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

ITEM 16 - Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016?

No

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

ITEM 17 - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

No

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

ITEM 18 - Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No

ITEM 19 - Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

ITEM 20 - Western Sydney Aerotropolis

State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis does not apply to the land.

ITEM 21 - Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, are there any conditions from a development consent (granted after 11 October 2007) in relation to the land that are of the kind set out in clause 88(2) of the Policy.

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the State Environmental Planning Policy (Housing) 2021.

ITEM 22 - Site compatibility certificates and development consent conditions for affordable rental housing.

1. ***Is Council aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land?***

No

2. ***If of State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions from a development consent in relation to the land that are of the kind set out in clause 21(1) or 40(1) of the Policy.***

Conditions from a development consent are registered on title if they are of a kind set out in clause 22(1) or 40 (1) of the State Environmental Planning Policy (Housing) 2021.

3. ***Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of development consent in relation to the land?***

Conditions from a development consent are registered on title if they are of a kind set out in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009.

In this item –

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

ITEM 23 - Water or sewerage services

Are water or sewerage services provided or are to be provided to the land under the Water Industry Competition Act 2006.

No

Matters arising under Section 59(2) of the Contaminated Land Management Act 1997(CLM Act).

At the date of this certificate, is the land (or part of the land) to which this certificate relates to:

(a) *Significantly contaminated land within the meaning of the CLM Act?*

No

(b) *Subject to a management order within the meaning of the CLM Act?*

No

(c) *Subject to an approved voluntary management proposal within the meaning of the CLM Act?*

No

(d) *Subject to an ongoing maintenance order within the meaning of the CLM Act?*

No

(e) *Subject of a site audit statement and a copy of such a statement has been provided to the Council?*

No

Note: This information was sourced from the record under section 58 of the Contaminated Land Management Act 1997. If the land does not appear on the record, it may still be affected by contamination. For example: Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be managed under the *State Environmental Planning Policy No 55-Remediation of Land*.

GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

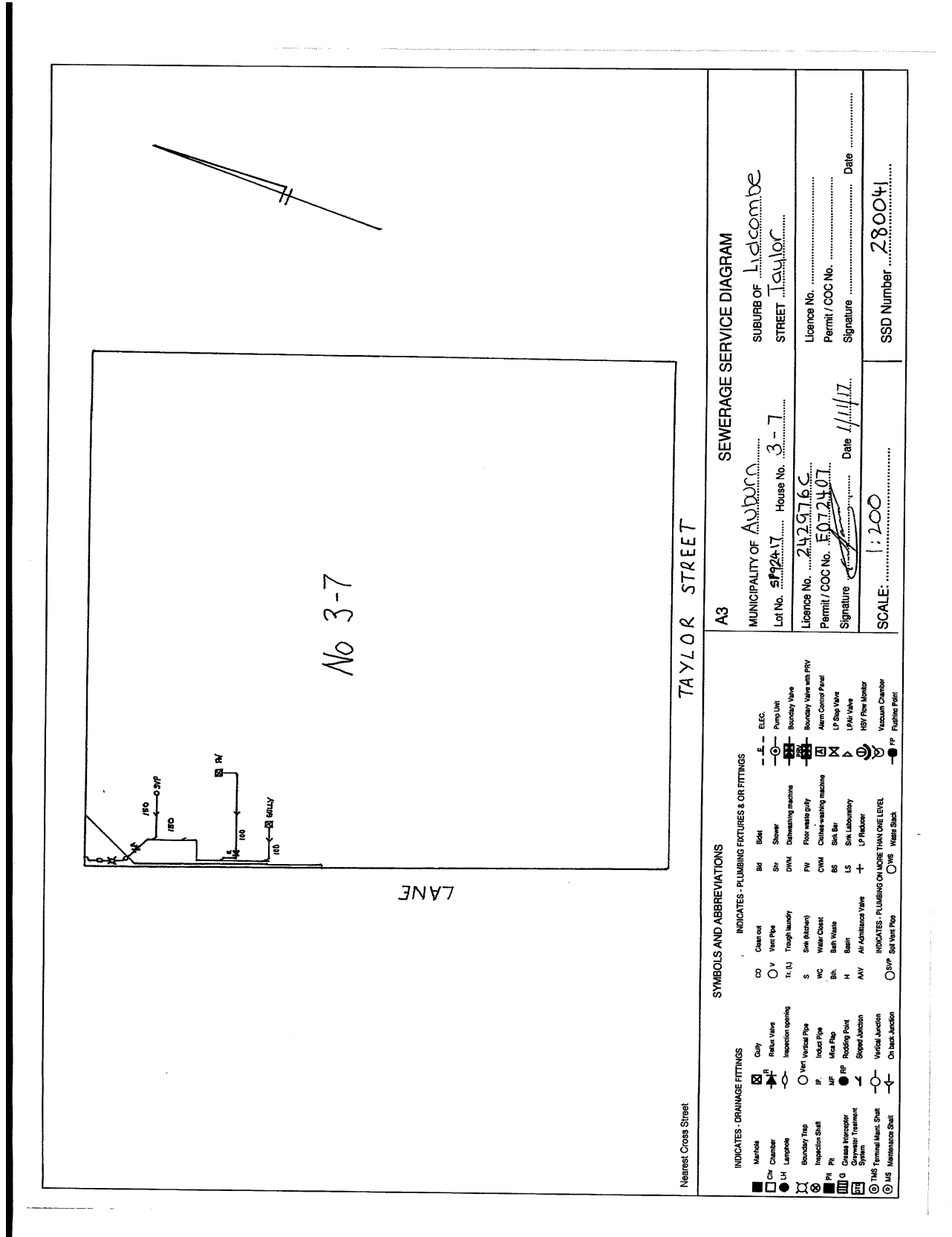
Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

Peter J. Fitzgerald
GENERAL MANAGER

Sewer Service Diagram

Application Number: 8003579498

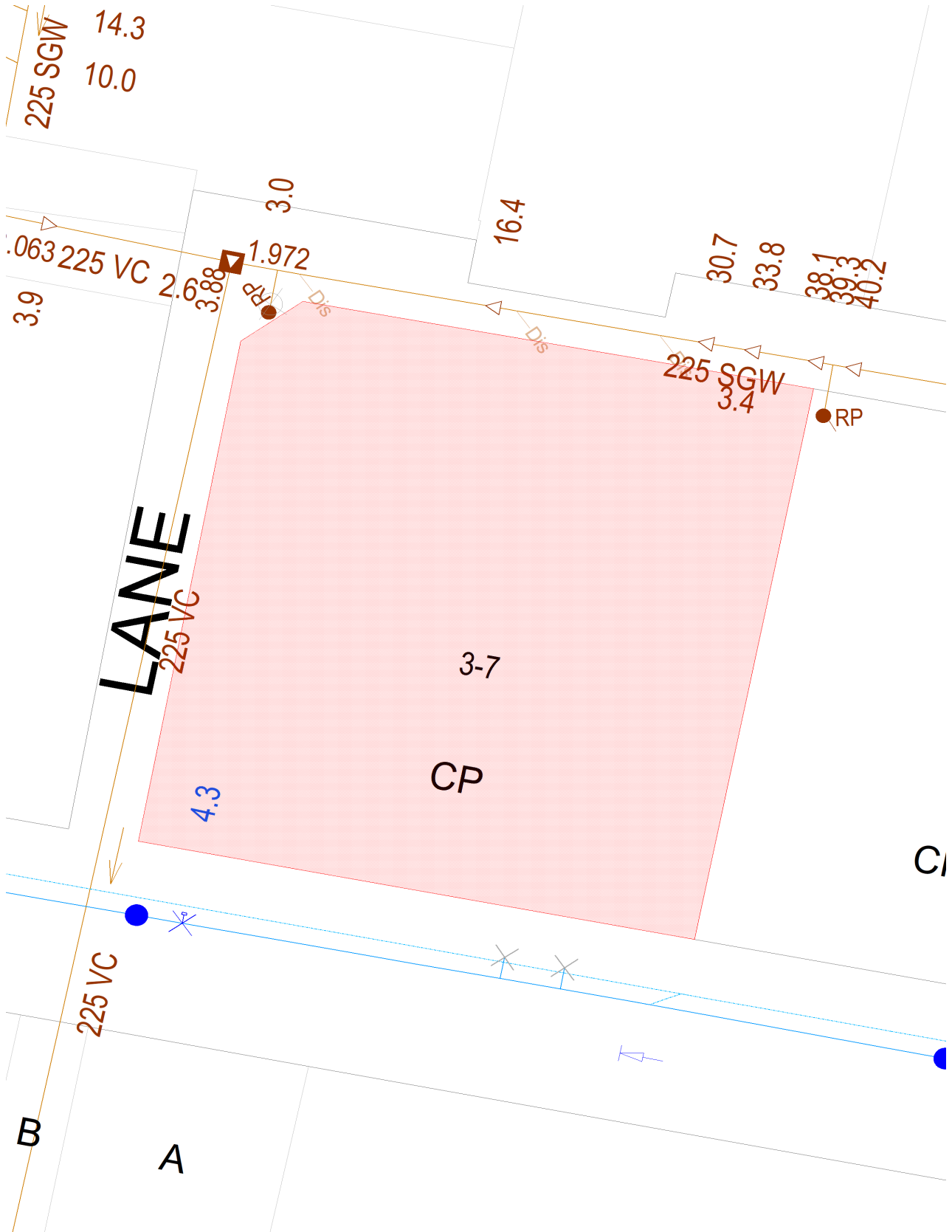


Document generated at 24-07-2024 10:10:19 AM

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**.

Service Location Print
Application Number: 8003579499



Document generated at 24-07-2024 10:10:26 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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



Standard form from 23 March 2020 Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON AT

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

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

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

Suburb:

State:

Postcode:

Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Landlord's agent details: [If applicable]

Agent name:

ACS Realty Service Pty Ltd

Business address for service of notices:

Suite 503/580 George Street

Suburb:

Sydney

State:

NSW

Postcode:

2000

Contact details: [This must include a telephone number]

02 9763 1126

Tenant's agent details: [If applicable]

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

The term of this agreement is -

- 6 months 12 months 2 years 3 years
 5 years Other (please specify): Periodic (no end date)

starting on and ending on [Cross out if not applicable]

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

Residential premises:

The residential premises are [Insert address]:

82/3-7 Taylor St, Lidcombe, NSW 2141

The residential premises include:

Parking x 1

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

Rent:

The rent is \$ per payable in advance starting on

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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:

account number:

account name:

payment reference: , or

(b) to at by cash, or

(c) as follows:

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

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

A rental bond of \$ 2120 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

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

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

IMPORTANT INFORMATION

Maximum number of occupants

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

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: TW Maintenance Pty Ltd Telephone: 0433 925 205

Plumbing repairs: TW Maintenance Pty Ltd Telephone: 0433 925 205

Other repairs: TW Maintenance Pty Ltd Telephone: 0433 925 205

Water usage

Will the tenant be required to pay separately for water usage? Yes No

If yes, see clauses 12 and 13.

Utilities

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

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

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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.



Smoke alarms

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

- Hardwired smoke alarms
 Battery operated smoke alarms

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

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

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

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

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

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

If yes, see clauses 38 and 39.

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

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50.

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

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50.

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

Condition report

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

Tenancy laws

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

The Agreement

RIGHT TO OCCUPY THE PREMISES

- 1. The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

COPY OF AGREEMENT

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

RENT

3. The tenant agrees:

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

4. The landlord agrees:

- 4.1** to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2** not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3** not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4** to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5** not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7** to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

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

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

7. The landlord and the tenant agree:

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

RENT REDUCTIONS

- 8. The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** *Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*
- Note 2.** *Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

11. The tenant agrees to pay:

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

Note. Separately metered is defined in section 3 of the *Residential Tenancies Act 2010*.

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

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

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

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

17. The tenant agrees:

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

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

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

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

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

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

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

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

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

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

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

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

URGENT REPAIRS

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

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

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

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

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

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

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

23. The landlord and tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

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

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

26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the

landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

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

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

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

- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

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

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED [Cross out clauses if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

[Cross out clauses if no rental bond is payable]

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

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

SMOKE ALARMS

42. The landlord agrees to:

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

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

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

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

43. The tenant agrees:

- 43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

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

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

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

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

COMBUSTIBLE CLADDING

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

Any additional terms are not required by law and are **negotiable**.]

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

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

No Pets

54. The tenant agrees:

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

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

Insert any other agreed additional terms here.
Attach a separate page if necessary.

NOTES

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

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

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

6. Warning

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

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


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

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Aaron Cao

Signature of landlord/agent




on the day of 28 / 04 / 2021 20__

LANDLORD INFORMATION STATEMENT

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

Signature of landlord/agent




on the day of 28 / 04 / 2021 20__

SIGNED BY THE TENANT (1)

Name of tenant

Migyeong Jun

Signature of tenant



on the day of 28 / 04 / 2021 20__

SIGNED BY THE TENANT (2)

Name of tenant

Signature of tenant



on the day of 20__

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant



on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant



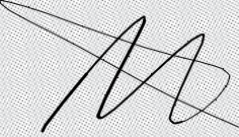
on the day of 20__

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

TENANT INFORMATION STATEMENT

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

Signature of tenant



on the day of 28 / 04 / 2021 20_ _

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, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

Tenant information statement

What you must know before you start renting

Starting a tenancy

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

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

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

The landlord or agent must:

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

When renting, you must:

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

What you must be told before you sign an agreement

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

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

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

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

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

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

What you must be given before you sign an agreement

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

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

The property must be fit to live in

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

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

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

The property could have other issues that may make it unfit for you to live in, even if it meets the above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

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

On signing the agreement, you must be given a copy of the:

- signed agreement
- key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to **each** tenant named in the agreement

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

Condition report

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

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

Rent, receipts and records

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

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

Your landlord or agent must:

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

Rental bonds

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

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

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to

fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

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

Discrimination when applying for rental property

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

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

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

Communicating with your landlord or agent

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

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

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

During the tenancy

Can rent be increased during the tenancy?

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

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can

only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

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

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

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

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

Repairs and maintenance

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

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

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

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

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

Smoke alarms must be working

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

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

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

Privacy and access

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

For example:

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

How to make 'minor' changes to the property

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

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

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

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

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

Your rights in circumstances of domestic violence

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

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

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

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

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

Ending the tenancy

Termination notice must be given

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

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

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

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

Break fee for ending a fixed term agreement early

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

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

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

Getting the rental bond returned

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

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

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

Checklist

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

The tenancy agreement

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

Promised repairs

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

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

Upfront costs

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

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

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

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

More information

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

[fairtrading.nsw.gov.au](https://www.fairtrading.nsw.gov.au) 13 32 20

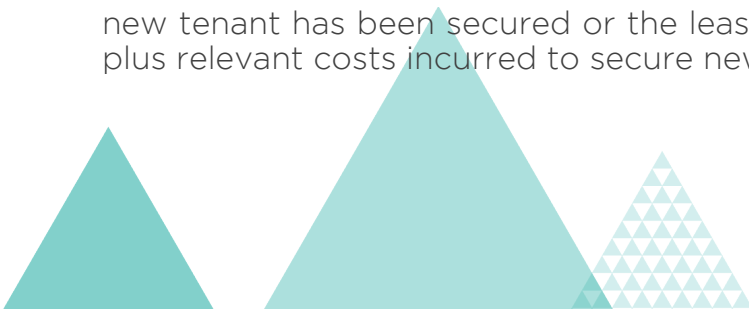
Language assistance 13 14 50
(ask for an interpreter in your language)

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For more information about this topic,
refer to the appropriate legislation.

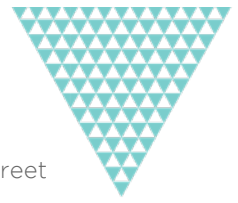


SPECIAL CONDITIONS

1. No glues, nails, picture hooks or holes are to be drilled or placed in the walls (external & internal), tiles, ceilings or cupboards without written consent from the Landlord. If done without consent, the tenant must repair the damage caused by removing the above items.
2. Carpets must be vacuumed regularly and spot cleaned when necessary especially in heavy traffic areas.
3. Floors must be protected from undue scratching by placing felt or similar on bottom of furniture.
4. The filters in the exhaust fan above the stove must be kept clean or replaced if beyond cleaning.
5. All manuals for stoves, dishwashers, dryer etc. must be kept in good order and left at the property on vacating.
6. Balconies & courtyard gardens are to be sweep and wash down regularly and keep rubbish free.
7. The connection of gas, electricity, telephone and internet will be done by tenants and will have to be disconnected by tenants when vacating the premise.
8. The cost of replacing any keys due to loss or damage will be borne by the tenant.
9. Any damage to common areas or premise whilst moving furniture in or out is strictly the responsibility of the tenant and the cost to repair, mend or make good will be borne by the tenant.
10. All maintenance matters must be reported in writing and or either posted or emailed to the landlord/agent.
11. All boxes must be flattened and put in recycling bins provided. All household rubbish must be discarded in suitable garbage bags and placed in bins.
12. The tenants understand that if they fall 14 days in arrears, they will be served with a notice to vacate the premises.
13. If the tenant breaks the current lease they understand that rent is still payable until a new tenant has been secured or the lease term has expired – whichever occurs first, plus relevant costs incurred to secure new tenant.



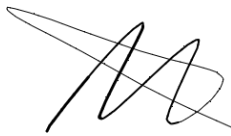
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14. The key must be returned to Landlord/agent when tenant leave the premise.
15. When vacating the property, rubbish is to be removed and property to be returned clean.
16. Tenant authorise landlord/agent to provide their name and contact numbers for access to the property to carry out maintenance and repairs.
17. Tenant authorise Landlord/agent to provide their name and contact numbers for valuations and agrees to provide access to valuers provided a minimum 48 hours' notice is given.
18. Tenant must allow agent to organise open inspection for new tenant since agent receive the vacating notice from tenant.

Signed by Tenant:

Signed by Landlord/agent:



Date 28 / 04 / 2021

28 / 04 / 2021



Initial



RENTAL ARREARS PROCEDURE

At ACS Realty Service, we understand that at certain times there may be unforeseen circumstances that result in delayed rental payments. Although we will endeavor to accommodate any extraordinary situations resulting in late of rental payments, **there is a strict arrears management procedure that will maintained.** This is to ensure excellence in service to all our clients and to maintain thorough and effective management of the rent roll.

If you happen to fall into arrears or know that you will be unable to make a rental payment, you should contact the office immediately to discuss this with your Property Manager.

Please note that your rent MUST always be paid on time.

The following steps form our arrears management procedure

4 days in arrears - Email sent 'Arrears notice'

7 days in arrears - Email sent 'Second Arrears notice'

10 days in arrears - Phone call & SMS

14 days in arrears - Phone call, email and letter sent 'Notice of termination'

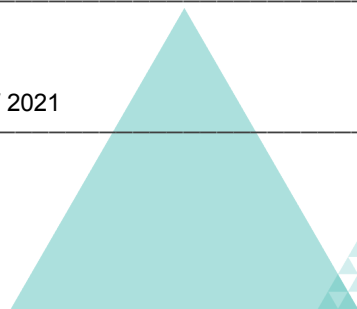
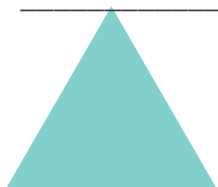
Tenants who have not remedied their rental arrears by the expiry date of the Termination Notice will be expected to have vacated the property by that same day. You will also be advised during this process that if a Termination Notice is issued, then your name and detail may be placed on the TRA (Trading Reference Australia) - a database that lists defaulting tenants. By signing this agreement, you agree and understand with our arrears policies and procedures.

Sign:



Date:

28 / 04 / 2021



TITLE	ACS Realty Residential Tenancy Agreement-82/3-7 Taylor St,...
FILE NAME	[Hellosign]...reement.pdf and 3 others
DOCUMENT ID	26c2de09e3b633d55c9f532ced96df9aeef402e4
AUDIT TRAIL DATE FORMAT	DD / MM / YYYY
STATUS	● Completed

Document History



SENT

28 / 04 / 2021

16:53:17 UTC+10

Sent for signature to Aaron Cao (aaron.cao@acsrealty.com.au) and MIGYEONG JUN (migyeongjun88@gmail.com) from aaron.cao@acsrealty.com.au
IP: 120.17.220.115



VIEWED

28 / 04 / 2021

16:53:25 UTC+10

Viewed by Aaron Cao (aaron.cao@acsrealty.com.au)
IP: 120.17.220.115



SIGNED

28 / 04 / 2021

16:56:21 UTC+10

Signed by Aaron Cao (aaron.cao@acsrealty.com.au)
IP: 120.17.220.115



VIEWED

28 / 04 / 2021

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Viewed by MIGYEONG JUN (migyeongjun88@gmail.com)
IP: 120.18.2.176



SIGNED

28 / 04 / 2021

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Signed by MIGYEONG JUN (migyeongjun88@gmail.com)
IP: 120.18.2.176



COMPLETED

28 / 04 / 2021

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The document has been completed.