

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Power Property Group Pty Ltd</b> 302 The Grand Parade, Sans Souci, NSW 2219	Phone: (02) 9533 4757 Ref: Peter Gribilas - 0434 016 127
co-agent		
vendor	<b>Rusco Bavon</b> 25 Indiana Avenue, Belfield, NSW 2191	
vendor's solicitor	 <b>PROPERTY CONVEYANCING SPECIALISTS</b>	Shop 1, 37-43 Forest Road, Hurstville NSW 2220 Phone: (02) 9553 7875 Email: jason@propertycs.com.au Ref: JK:DC:10252
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> 9/29 Dennis Street, Lakemba NSW 2195 Strata Plan: Lot 9 Strata Plan SP 1743 Folio Identifier: 9/SP1743	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" 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 checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price deposit balance	_____ (10% of the price, unless otherwise stated)
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**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p>  <p>_____</p> <p>Vendor</p>   <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>   <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <p>_____      _____</p> <p>Signature of authorised person      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><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <p>_____      _____</p> <p>Signature of authorised person      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) PEXA
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <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**

ACE Body Corporate Management  
 PO Box 146, Canley Heights NSW 2166 Phone: 96901737  
 info@acebodycorp.com.au

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## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of \_\_\_\_\_,  
, certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise 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 **9/29 Dennis Street, Lakemba**, from **Rusco Bavon** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Rusco Bavon** and am not employed in the legal practice of a solicitor acting for **Rusco Bavon** nor am I a member or employee of a firm of which a solicitor acting for **Rusco Bavon** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

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**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

● **Notices, certificates and inspections**

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

● **Meetings of the owners corporation**

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

**24 Tenancies**

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

9 /29 DENNIS ST LAKEMBA NSW 2195

**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.

**ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND BETWEEN**

(Vendor/s) and  
(Purchaser/s)

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

**1. AMENDMENTS TO THE STANDARD FORM**

The Contract for Sale is amended as follows:

- (a) Clause 7.1.1 is amended by reducing "5%" to "2%";
- (b) Clause 1 - Delete the definition of "*settlement cheque*" and replace as "*settlement cheque*' an unendorsed bank cheque made payable to the person to be paid or, if authorized in writing by the vendor the vendor's solicitor, some other cheque";
- (c) Clause 18 is amended by adding the following:  
"Clause 18.8 - The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property";
- (d) Clause 23.6.1 – all words are deleted and replaced with "the vendor is liable for all contributions which was determined before the contract date, but the vendor is only liable for the instalment contributions that fall due before the contract date."
- (e) Clause 23.6.2 – all words are deleted and replaced with "the purchaser is liable for all contributions, including contributions that are in instalments, that fall due on or after the contract date."
- (f) Clause 23.13, 23.14. – Deleted and replaced with. The Vendor authorises the Purchaser to obtain the Section 184 Strata Scheme Certificate from the Owners Corporation. A copy of this certificate must be furnished to the vendor's representative on or before completion.

**2. STATEMENTS, REPRESENTATIONS AND WARRANTIES**

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

- (b) Notwithstanding anything else herein contained, the Purchaser acknowledges in entering this Contract that he does not rely on any statement, representation or warranty made by the Vendor, or anyone on behalf of the Vendor as to the property, the neighbourhood in which the property is situated, the condition or state of repair of any improvements on the property or any part or parts thereof whether expressed or implied other than such statements, representations and warranties expressly made in this Contract. The Purchaser shall not make any requisition, objection, claim for compensation or delay completion of this Contract on account of any matter referred to in this Additional Condition.

### **3. SERVICES AND INSTALLATIONS**

The Purchaser acknowledges that he is purchasing the property and shall take title thereto subject to the existing Water, Sewerage, Gas, Electricity, Telephone and other installations or services (if any) and shall not make any requisitions objection or claim for compensation in respect of:

- (a) the nature, location, availability or non-availability of any such service; or
- (b) if any such service is a joint service with any other property or properties; or
- (c) if any services for any other property or properties or the pipes in connections thereof pass through the subject property.

### **4. CONDITION OF PROPERTY, FURNISHINGS AND CHATELS**

The purchaser acknowledges that he is purchasing the property together with the inclusions, if any, referred to in the Particulars hereof as a result of his own inspection and in their present condition and state of repair and subject to all and any defects latent or patent as regards to its design, construction, state of repair, condition or otherwise and subject to any infestation and dilapidation. The Vendor further acknowledges that he has not nor has anyone on the Vendor's behalf made any warranty or representation in respect thereof nor shall the Purchaser require the Vendor to carry out any repairs whatsoever to the property or inclusions aforesaid. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any of these matters.

### **5. SERVICE OF DOCUMENTS**

The service of any Notice or Document under or relating to this Contract may in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made.

However, if the time of dispatch is not before 5pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place.

**6. REAL ESTATE AGENT**

- (a) The Purchaser warrants that he has not been introduced to the property by any Real Estate Agent, other than the Vendor's Agent named in this Contract, if any, and hereby indemnifies the Vendor against any claim for commission made by any Real Estate Agent (who purports to have introduced the Purchaser to the property) other than the Vendor's Agent, if any, if there has been a breach of this warranty.
- (b) The Vendor warrants that he has not signed any sole Agency agreement in respect of the property with any Real Estate Agent other than the Vendor's Agent named herein, if any;
- (c) It is agreed that the benefit of the above warranties shall not merge on completion.

**7. TITLE PARTICULARS**

The purchaser shall not require the vendor to furnish to the purchaser a written statement of the vendor's title. A sufficient statement of the Vendor's title shall be deemed included in the description of the property herein appearing and such statement shall have been deemed to have been given to the Purchaser as at the date hereof.

**8. REQUISITIONS ON TITLE**

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form of the Requisitions on Title annexed hereto which are deemed to have been served at the date of this Contract. Nothing in this Clause shall prevent the Purchaser from making any additional requisitions on title not dealt with in the Requisitions on Title annexed hereto

**9. SURVEY**

In the event that the Vendor provides a Survey Certificate and/or Section 149D Certificate in respect of the subject property, the Purchaser shall not be entitled to make any objection requisition or claim in respect of any matter affecting the subject property or impacting on the value thereof which are disclosed in the said Survey Report/Sec 149D Certificate, including (without limiting the generality of the foregoing);

- (a) Any encroachment by or upon the subject property;
- (b) Any fencing irregularities;
- (c) Any aspect of breach or non-observance of the Local Government Act, 1993 (as amended) and Ordinances thereunder, and/or any,
- (d) Any aspect of breach or non-observance of the Environmental Planning and Assessment Act, 1979 (as amended);

**10. SETTLEMENT RESCHEDULE**

If the Purchaser or the Purchasers Representative, for whatsoever reason fails turn up to settlement or cancelled settlement after the appropriate arrangements have been made, the Purchaser must on completion, pay an extra fees which the vendor incurred, including but not limited to: fees charged

by the vendor's discharging bank for cancelled settlement; the fees charged by the Vendor's settlement agent, the fees charged by the vendor's solicitor/conveyancer at a fixed sum of \$300 plus GST as a genuine pre-estimate legal cost and expenses incurred by the Vendor's solicitor to do matter such as, and not limited to obtaining instructions from the vendor, rebooking settlement with all relevant parties, rechecking settlement figures. For the avoidance of doubt, any of the extra fees which the Vendor incurs may be charged more than once and may be charged each time settlement is cancelled by the Purchaser after appropriate arrangement have been made.

**11. DRAINAGE DIAGRAM**

The Purchaser acknowledges having inspected a copy of sewerage service diagram of annexed hereto and agree that no requisition, objection or claim for compensation shall be made in respect of any matter arising there from.

**12. DEATH, MENTAL ILLNESS, BANKRUPTCY**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor or Purchaser at law or in equity had this clause not been included herein, upon the happening of any one or more of the following events, it is agreed that if the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt then the vendors conveyancer may by notice in writing to the Solicitor/ Conveyancer named herein as the purchasers party's representative may rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.

**13. RELEASE OF DEPOSIT**

Notwithstanding anything else herein contain, the Purchaser agrees to release to the vendor or as the Vendor may direct:

- (i) For the purpose of a deposit to be used for stamp duty or the balance of purchase monies on the purchase of Real Estate, providing that such is held within a trust account of a Real Estate Agent, Solicitor or Certified Practising Conveyancer or paid to Revenue NSW, and providing such deposit shall not be further released without the Purchaser's express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit.
- (ii) If the Vendor requires the deposit to be made available on the completion date to enable the vendor to fully discharge the vendor's mortgage on the property; then the Purchaser must either:
  - (a) Set up a PEXA source account in the Electronic Workspace and provide the deposit holder the PEXA source account deposit form and authorise the deposit holder to place the deposit into the said PEXA Source Account; or
  - (b) Authorise the deposit holder to transfer the deposit into the Purchaser's solicitor's or conveyancer's trust account and make it available in the Electronic Workspace.

- (iii) If the Vendor requires the deposit available on the completion date to enable the Vendor to have the funds to complete a simultaneous purchase of another property by the vendor, then the Purchaser must either:
- (a) Set up a PEXA source account in the Electronic Workspace and provide the deposit holder the PEXA source account deposit form and authorise the deposit holder to place the deposit into the said PEXA source account; or
  - (b) Authorise the deposit holder to transfer the deposit into a PEXA source account which has been set up in the Electronic Workspace of the Vendor's purchaser of another property which has been set up by the Vendor's conveyancer.

**14. EXTENSION OF COOLING-OFF PERIOD**

The purchaser agrees to pay the vendor \$110.00 (including GST) on completion by way of a purchaser allowance for each extension of the cooling off period requested by the purchaser and granted by the vendor. The Purchaser acknowledges that this payment represents the Vendor's additional legal fees incurred as a result of the Purchaser's request for the extension.

**15. NOTICE TO COMPLETE**

- (a) Completion of this Contract shall take place on or before 4.00 pm within the time provided for in this Contract. Should completion not take place within that time, then either party shall be at liberty to serve a Notice to Complete in writing calling for the other party to complete the matter making the time for completion essential. Such Notice shall give 14 days notice after the day immediately following the day on which that notice is received by the recipient of the Notice. The parties acknowledge that 14 days shall be and be deemed to be for all purposes at law and in equity reasonable and sufficient period within which to require completion and to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time;
- (b) In the event that the Vendor issues a notice to complete, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase moneys and any other moneys payable to the vendor, the sum of \$440.00 (inclusive of GST) to cover legal costs and other expenses incurred as a consequence of the vendor issuing a Notice to Complete and, as a genuine pre-estimate of those additional expenses.

**16. LATE COMPLETION**

If the Purchaser shall not complete this purchase by the completion date specified in this Contract, other than as a result of any default by the vendor, the Purchaser shall pay the Vendor on completion:

- (a) in addition to the balance of the purchase money, an amount calculated as ten per cent (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the

agreed completion date up to and including the actual date on which the sale shall be completed. It is agreed that this amount is an pre-estimate of the Vendor's loss of interest for the purchase money and liability for outgoings; and

17. Notwithstanding the provisions of Clause 7 of this agreement the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 of this agreement.

18. **FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975**

- (a) If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this Agreement the Purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a Statement of non-objection.
- (b) The Purchaser further acknowledges that if this Warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Agreement including any consequential loss.

19. **FENCES**

Subject to Section 52A of the Conveyancing Act 1919 (NSW) AND The Conveyancing (Vendor Disclosure and Warranty) Regulation 1996, the Vendor is not liable to pay compensation nor is it required to erect or contribute to the expense of erecting any new fencing, if:

- (a) fencing is not on the boundary;
- (b) a give and take fence exists; or
- (c) a boundary of the property is not fenced.

20. **LAND TAX PAYABLE BY PURCHASER NOTWITHSTANDING**

Notwithstanding any other provision herein relating to the payment of land tax by the purchaser – if the vendor is liable to pay land tax on the subject property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to the 31 December of the given year **and the purchaser delays completion or requests a completion date after 31 December – the purchaser shall pay to the vendor on completion as part of the settlement monies the land tax.**

21. **PAYMENT OF DEPOSIT**

- 21.1 The purchaser shall pay as a deposit to the stakeholder a sum being ten per cent (10%) of the purchase price. If the purchaser pays and the vendor accepts on exchange a sum less than 10% of the purchase price as an installment of the deposit the purchaser must pay the balance of the deposit on completion or on demand from the vendor whichever first

occurs and which demand shall not prejudice nor be a waiver of any other rights which the vendor has in relation to this contract.

**21.2** Notwithstanding further provision 8.1 demand for the balance of the deposit shall not be made before completion unless the purchaser is in default under this Contract in essential respect.

**21.3** Notwithstanding the deposit shown on the front page of the contract, if the Vendor agrees to exchange on a reduced deposit of 5% the Vendor relies on clause 9 of the Contract.

**21.4** The vendor may recover any part of the deposit which remains unpaid after demand for payment in an action for debt together with interest at the highest rate chargeable pursuant to the Civil Procedure Act 2005 (NSW) as set out in Schedule 5 of the Civil Procedure Rules 2005 (NSW) from the date of the demand to the date of payment.

## **22. SWIMMING POOL**

**22.1** If the Property contains a swimming pool, then:

- (a) The Vendor does not warrant that the swimming pool on the Property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under the Act;
- (b) The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and erection of a warning notice.
- (c) The Purchase must not make any objection, requisition or claim, delay completion or rescind or terminate this Contract in connection with this Special Condition, or any matter in relation to the swimming pool, any noncompliance with the Swimming Pools Act 1992 or any other relevant legislation.

**22.2** This special condition shall not merge on completion.

## **23. ADJUSTMENTS**

Each party agrees that if on completion an apportionment of outgoings required to be made under the contract is overlooked or incorrectly calculated, he will forthwith upon being so requested by the other party make the correct calculations and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

## **24. DEPOSIT GUARANTEE BOND**

- (a) The expression "Bond" in this Contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a Guarantor (either named in this Contract or otherwise agreed between the vendor and the purchaser).
- (b) The delivery to the Vendor or to the Vendor's Conveyancer / Solicitor of a Bond which binds the Guarantor to the Vendor shall, subject to (i) and

(ii) of this sub-clause, be deemed for the purposes of this Contract to be payment of the guaranteed amount at the time of such delivery on account of the deposit to the person nominated in this contract to receive the deposit and the following provisions shall apply:

- (i) On completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the vendor, The purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; or
- (ii) If the Vendor serves on the Purchaser a Notice in writing claiming to forfeit the deposit then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Bond, and the provisions of the Contract in relation to the deposit.

## **25. ORDER ON THE AGENT**

Notwithstanding anything else contained herein the Purchaser agrees that if settlement will be effected electronically the purchaser or their legal representative shall submit to the vendor's conveyancer at least two hours prior to completion the Order on the Agent to be held by the vendor's conveyancer in escrow pending completion.

The purchaser acknowledges that if the Order on the Agent is not submitted two hours prior to completion to the vendor's conveyancer, the purchaser shall allow at settlement the sum of \$220.00 (incl. GST) being late submission fee.

## **26. BUILDING CERTIFICATE**

The vendor does not have a building certificate. The Purchasers are not entitled to require the vendor to:

- 26.1** Apply for or do anything to obtain a building certificate; nor
- 26.2** Comply with the local council's requirements for the issue of a building certificate.

Completion of this Contract is not conditional on the Vendor or the Purchasers obtaining a building certificate.

## **27. TENANCIES**

If the property is sold subject to any tenancies:

- (a) The Vendor does not warrant that the tenant will continue to remain on the property after completion.
- (b) If the Lease has expired and the Purchaser requires vacant possession, the Purchaser must advise the Vendor in writing, within 3 days after the of the Contract.
- (c) Time is essential; and

- (d) If the Purchaser does not give the above notice to the Vendor, then the Purchaser must accept the tenancy on completion.

Where the Purchaser requires vacant possession on completion and the Lease has expired, the Vendor will use his/her best endeavours to have the tenant vacate the property by the completion date.

The Purchaser cannot make any claim, objection or requisition, rescind or terminate, or delay completion in respect of any of these matters.

## **28. NON-ELECTRONIC TRANSACTIONS**

- (i) If the Vendor nominates this Conveyancing Transaction to be conducted as an electronic but the Purchaser is unable or unwilling to conduct this matter as an electronic transaction, the Purchaser must allow the Vendor Legal expenses of \$400.00 plus GST on or prior to the completion date as a genuine pre-estimate legal cost and expenses incurred by the vendor's solicitor.
- (ii) If a non-electronic transaction is conducted and if the Purchaser fails to submit the Transfer to the Vendor's Conveyancer by the time provided in Clause 30.2 of this Contract, then the Purchaser must, on completion, pay the vendor's Conveyancer the sum of \$200.00 plus GST as a genuine pre-estimate legal cost and expenses by the Vendor's Conveyancer to do matter such as, but not limited to, preparing the Transfer so the Vendor can execute it, or arranging and meeting with the Vendor to execute the Transfer at a time notice or after business hours as a matter of urgency.

## **29. GOODS AND SERVICES TAX**

### **29.1 GST Definitions and Interpretation**

in this clause:

- (a) words used in this clause which have a particular meaning in the "GST Law" (as defined in the GST Act, and also including any applicable legislative determination and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
- (b) any reference to GST payable by a party includes any corresponding GST payable by representative member of any GST group of which that party is a member;
- (c) if the GST Act Treats part of a supply as a separate supply for the purpose of determining whether GST is payable on the part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- (d) to the extent there is an inconsistency between the provisions of clause 13 and this clause, this clause will prevail; and
- (e) this clause does not merge on completion.

## **29.2 Price exclusive of GST**

The purchase price and any other amount referred to in this contract or any adjustment to be made under this contract is exclusive of GST, unless expressly provided otherwise.

## **29.3 GST Gross up**

- (a) If any supply made under or in connection with this contract is subject to GST or becomes subject to GST at any time, then in respect of that supply:
- (i) the purchaser must pay an amount to the vendor, in addition to relevant GST exclusive consideration; and
  - (ii) the additional amount payable is:
    - (1) an amount equal to the GST payable to the Australian Taxation Office in respect of the relevant supply; and
    - (2) payable at the same time and in the same manner as the GST exclusive consideration for the supply to which the additional amount relates.
- (b) The supplier must provide the recipient of the supply with a tax invoice in respect of that supply (where required under the GST Act).
- (c) If on completion all amounts to be adjusted under this contract are not actually adjusted, the vendor must give the purchaser another tax invoice or an adjustment note (as the case requires) within 14 days after any further adjustment is made.
- (d) The purchaser indemnifies and will keep indemnified the vendor to the fullest extent in respect to any GST liability or costs arising out of this contract or the transaction contemplated by this contract.

## **29.4**

- (a) The vendor is and has been occupying the property as a residence and it is residential premises under the GST Act.
- (b) The purchaser agrees on and after completion of this sale, to use the property predominantly for residential accommodation
- (c) In the event of the vendor being liable for GST, because of the purchaser's failure to comply with 29.4 (b) or Australia Taxation Office Commissioner's regarding the property as commercial premises:
- (i) the purchaser agrees to pay to the vendor within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or assessment from the Commissioner, the amount of the GST.

- (ii) The vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form, which complies with the GST Act and regulations.

**30. GUARANTEE**

It is a condition of this Contract that the Purchaser if a company must deliver to the Vendor a Guarantee in the form of the Directors' Guarantee a copy of which is annexed duly executed by at least two of the Directors or Principal shareholders of the Purchaser on the date hereof.

**DIRECTORS GUARANTEE**

**Purchaser:**

**Property: 9/29 Dennis Street, Lakemba**

I/We \_\_\_\_\_ ("The Guarantors")

Being the directors of \_\_\_\_\_ a company  
incorporated in the state of \_\_\_\_\_ (hereinafter called "the  
Purchasing Company") in consideration of Rusco Bavon ("the Vendor") at my/our  
request agreeing to sell the property described in this Contract to the Purchasing  
Company **DO HEREBY GUARANTEE** to the Vendor the due and punctual performance  
by the Purchasing Company of **ALL THE TERMS AND CONDITIONS** of the within Contract  
and do further **COVENANT AND AGREE THAT I/WE WILL IDENMNIFY** and keep the  
vendor indemnified against any loss and damage howsoever arising which the  
Vendor may suffer in consequence of any failure of the purchasing Company to  
Perform its obligations under the within Contract.

The Guarantors acknowledge prior to execution hereunder that they have read and  
understood as evidence by their signatures hereto and conditions of this Contract for  
Sale in its entirety.

**Signed by** \_\_\_\_\_ )

**In the presence of:** \_\_\_\_\_ ) .....

\_\_\_\_\_  
Name of Witness:

**Signed by** \_\_\_\_\_ )

**In the presence of:** \_\_\_\_\_ ) .....

\_\_\_\_\_  
Name of Witness:

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

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- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed.
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

#### **Affectations, notices and claims**

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?
    - (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

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

**Owners Corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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

**AUTHORITY TO INSPECT STRATA RECORDS**

The Strata Manager

ACE Body Corporate Management  
PO Box 146  
Canley Heights NSW 2166

Date: 04/03/2026

Fax No:

Dear Sir

RE: INSPECTION OF OWNERS CORPORATION RECORDS  
SALE OF Lot 9 on Plan 1743  
PPTY: 9/29 Dennis Street, Lakemba

You are authorised, in respect of the above property, to make all records available for inspected when requested by a prospective purchaser or their agent.

Yours faithfully



Vendor/s Conveyancer

**SECTION 184 CERTIFICATE**

On behalf of the Vendor the Purchaser is authorised and requested to obtain the Section 184 Certificate.

Yours faithfully



Vendor/s Conveyancer

---

Member of the Australian Institute of Conveyancers  
A.B.N. 21 116 588 667

Shop 1, 37/43 Forest Road  
(Cnr Lily Street)  
HURSTVILLE NSW 2220

Phone: 02 9553 7875  
Fax: 02 9553 8245  
Mobile: 0402 000 287

All Correspondence to:  
P.O. Box 3035 Blakehurst NSW 2221  
Email: mimi\_kappos@optusnet.com.au



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: 9/SP1743  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
27/2/2026	5:14 PM	7	16/8/2017

LAND  
-----

LOT 9 IN STRATA PLAN 1743  
AT LAKEMBA  
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE  
-----

RUSCO BAVON

(T AM651103)

SECOND SCHEDULE (2 NOTIFICATIONS)  
-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP1743
- 2 AM651104 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

dcasiles

PRINTED ON 27/2/2026



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP1743

SEARCH DATE	TIME	EDITION NO	DATE
27/2/2026	5:14 PM	5	1/11/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 1743  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LAKEMBA  
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN  
PARISH OF ST GEORGE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP1743

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 1743  
ADDRESS FOR SERVICE OF DOCUMENTS:  
29 DENNIS ST  
LAKEMBA 2195

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
- 3 AM924930 INITIAL PERIOD EXPIRED
- 4 AN825445 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 500)

STRATA PLAN 1743

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 50	2	- 50	3	- 42	4	- 50
5	- 50	6	- 50	7	- 50	8	- 42
9	- 50	10	- 50	11	- 4	12	- 4
13	- 4	14	- 4				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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PRINTED ON 27/2/2026



**STRATA PLAN No. 1743**

Schedule of Unit Entitlement		OFFICE USE ONLY	
Lot No	Unit Entitlement	Current C's of T.	
		Vol.	Fol.
1	50	10167-	1
2	50	10167-	2
3	42	10167-	3
4	50	10167-	4
5	50	10167-	5
6	50	10167-	6
7	50	10167-	7
8	42	10167-	8
9	50	10167-	9
10	50	10167-	<del>10</del> 10 <sup>b</sup>
11	4	10167-	11
12	4	10167-	12
13	4	10167-	13
14	4	10167-	14
AGGREGATE	500		



CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

**STRATA PLAN 1743**

FEET INCHES      METRES

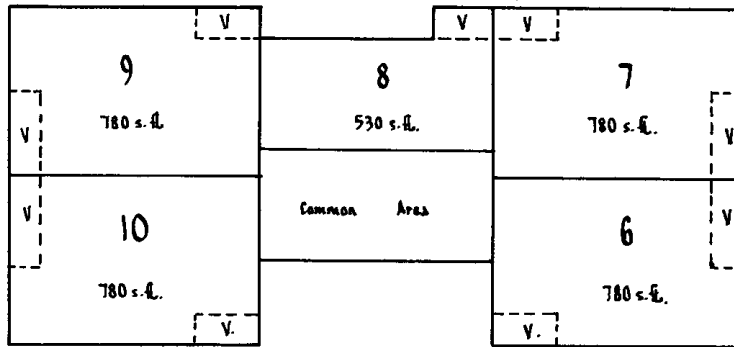
8 6                      2.59  
 66 -                     20.115  
 159 4                    48.565

SQ FT                      SQ M

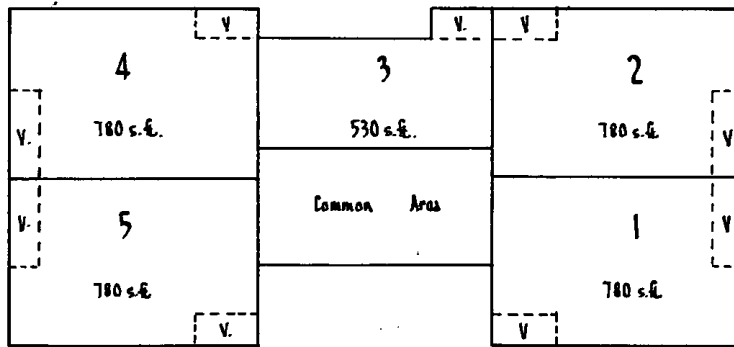
230                        21.4  
 530                        49.2  
 760                        70.6  
 780                        72.5

Council Clerk.

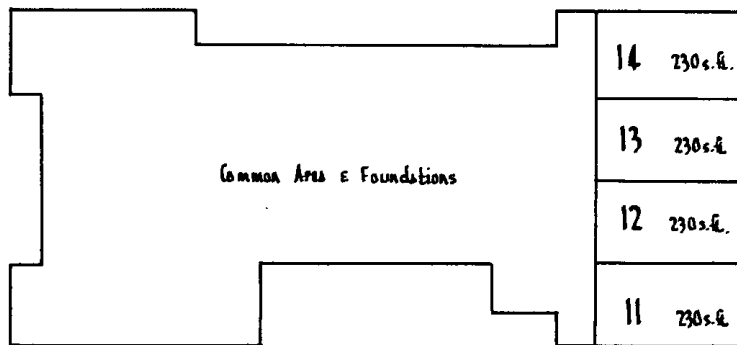
### STRATA PLAN No. 1743



FIRST FLOOR



GROUND FLOOR



GARAGES

Areas include verandahs

Verandahs are limited to a height of 8'6" above floor level.

Garages are bounded by walls

Scale: 20 feet to an inch

*J. D. Wheeler*  
COUNCIL CLERK

Form: 1SCH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAW**

New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



**AM924930W**

**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 1743	
(B) LODGED BY	Document Collection Box <b>1095D</b>	Name, Address or DX, Telephone, and Customer Account Number if any HIND & ASSOCIATES DX 1313 SYDNEY 1237900 Reference: 1743
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 1743 certify that a special resolution was passed on 14/11/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. SPECIAL BY-LAW 4  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:  
 AS PER ATTACHED ANNEXURE

(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. 1743 was affixed on 20/11/2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

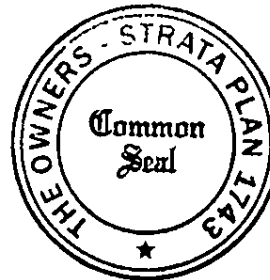
Name: CELDA Dervis

Authority: STRATA MANAGER

Signature:

Name:

Authority:



(A)

## **REGISTERED BY-LAWS SP1743 29 DENNIS STREET LAKEMBA**

### **1 Noise**

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

### **2 Vehicles**

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

### **3 Obstruction of common property**

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

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

An owner or occupier of a lot must not:

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

### **5 Damage to common property**

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

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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

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

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

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

## **8 Behaviour of invitees**

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

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

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

## **10 Drying of laundry items**

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

## **11 Cleaning windows and doors**

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

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

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

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

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

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

### **14 Floor coverings**

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

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

### **15 Garbage disposal**

An owner or occupier of a lot:

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

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

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

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),

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

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

### **16 Keeping of animals**

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

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

### **17 Appearance of lot**

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

### **18 Notice-board**

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

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

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

### **Special By -Law No -1**

The proprietor for the time being of each of lots 7, 9 and 2 is each hereby conferred with:-

(a) The right of exclusive use and enjoyment of that part of the common property described in the Schedule below (which is represented diagrammatically in Annexure "Z" hereto and each known herein as "the carspace"); and

(b) The special privilege and enjoyment to undertake or already have had undertaken the installation, construction or erection of a carport on the carspace of each proprietor as referred to in (a) above

SUBJECT TO the due observance and performance by each proprietor with the following conditions:

(i) The carport shall be built on the carspace at the expense of the proprietor without claim on the body corporate;

(ii) Statutory By-Law 29 must be complied with at all times;

(iii) The proposed carport for carspace 3 shall be of the same:

(A) materials;

(B) design;

(C) style

(D) colour; and

(E) height

as the existing carports or carspaces 1 and 2 AND its dimensions shall not exceed the size of carspace 3;

(iv) Before commencement of construction of the carport for carspace 3 the proprietor shall furnish the secretary of the body corporate with a copy of the:

(A) Plans; and

(B) Specifications duly stamped and approved by the local council which may be retained by the body corporate;

(v) Comply with each and all conditions of building consent (at the proprietor's expense) as specified by the local council;

(vi) Ensure the carports are built, renewed or replaced using:

(A) Licensed tradesmen; and

(B) With new materials;

(vii) Maintain and keep (including the costs of renewal or replacement thereof) the carport including its awning, supporting posts and all other parts in good clean and serviceable repair and condition at the proprietor's expense;

(viii) Regularly maintain and clean and keep clean and maintained the carspace:

(ix) Not do or suffer anything to be done on the carspace or carport any act or thing by reason of which any increased or extra premium of insurance may be payable by the body corporate for the insurance in respect of the parcel or any part thereof;

(x) In the event the proprietor needs to renew or replace the carport or any part thereof, it shall be renewed or replaced with an identical carport and replacement or renewal parts (of the same materials, design, style, colour, height and dimensions) but in the event identical replacement or renewal cannot be achieved the proprietor shall in writing request the strata council to resolve what variations may occur prior to the replacement or renewal occurring;

(xi) No additions shall be made to the carport or any part thereof nor shall anything be hung from the carport;

(xii) Nothing in this By-Law shall be construed so as to relieve any proprietor or occupier of any of the lots from the obligation to comply with the Strata Titles Act 1973 the Regulations or By-Laws;

(xiii) Without prejudice to the other rights of the body corporate, if any proprietor or occupier shall at any time fail or neglect to perform or observe any of the conditions herein contained, then following seven days notice of such breach to the proprietor and the non rectification or non cessation of such breach within the seven days, the body corporate may;

(i) Engage such tradesmen or persons to rectify such breach whereby the body corporate may recover the cost of such rectification in a court of competent jurisdiction from the defaulting proprietor or occupier; and

(ii) Terminate the rights conferred by this By-Law whereby the carspace shall be restored to its former condition and the carport shall be removed, all at the expense of the proprietor.

#### **SPECIAL BY-LAW NO - 2**

The owner for the time being of lot 3 is hereby conferred with:

(a) The right of exclusive use and enjoyment of that part of the common property being at the rear of the common property adjoining carspace 3 referred to in Annexure "Z" to Change of By-Laws O272544 on its opposite side to carspace 2 having a rectangular shape with sides of 5600 mm, a rear and front of 3500 mm, an area of 19.6 square metres known as carspace 4; and

(b) The special privilege and enjoyment to undertake the installation, construction or erection of a carport on the carspace referred to in (a) above

SUBJECT TO the due observance and performance by the owner of the following conditions:

(i) The carport shall be built on the carspace at the expense of the owner without claim on the owners' corporation;

(ii) Statutory by-law 29 must be complied with at all times;

(iii) The proposed carport for carspace 4 shall be of the same:

(A) materials;

(B) design;

(C) style;

(D) colour; and

(E) height

as the existing carports of carspaces 1 and 2 AND its dimensions shall not exceed the size of carspace 4;

(iv) before the commencement of construction of the carport for carspace 4 the owner shall furnish to the secretary of the owners' corporation with a copy of the:

(A) plans; and

(B) specifications

duly stamped and approved by the local council which may be retained by the owners' corporation;

(v) comply with each and all conditions of building consent (at the owner's expense) as specified by the local council;

- (vi) ensure the carport is built, renewed or replaced using:
    - (A) licensed tradesmen; and
    - (B) with new materials;
  - (vii) maintain and keep (including the costs of renewal or replacement thereof) the carport including its awning, supporting posts and all other parts in good clean and serviceable repair and condition at the owner's expense;
  - (viii) regularly maintain and clean and keep clean and maintained the carspace;
  - (ix) not do or suffer anything to be done on the carspace or carport any act or thing by reason of which any increased or extra premium of insurance may be payable by the owners' corporation for the insurance in respect of the parcel or any part thereof;
  - (x) in the event the owner needs to renew or replace the carport or any part thereof, it shall be renewed or replaced with an identical carport and replacement or renewal parts (of the same materials, design, style, colour, height and dimensions) but in the event identical replacement or renewal cannot be achieved the owner shall in writing request the strata council to resolve what variations may occur prior to the replacement or renewal occurring;
  - (xi) the owner for the time being of lot 3 may fit lattice weather protection to the northern end of the carport to 1 metre off the ground level but otherwise no additions shall be made to the carport or any part thereof nor shall anything be hung from the carport;
  - (xii) nothing in this by-law shall be construed so as to relieve any owner or occupier of any lot from the obligation to comply with the Strata Schemes Management Act 1996 the Regulations or by-laws;
  - (xiii) without prejudice to the other rights of the owners' corporation, if any owner or occupier shall at any time fail or neglect to perform or observe any of the conditions herein contained, then following seven days notice of such breach to the owner and the non rectification or non cessation of such breach within the seven days, the owners' corporation may:
    - (i) engage such tradesmen or persons to rectify such breach whereby the owners' corporation may recover the cost of such rectification in a court of competent jurisdiction from the defaulting owner or occupier;
- and
- (ii) terminate the rights conferred by this by-law whereby the carspace shall be restored to its former condition and the carport shall be removed, all at the expense of the owner."

WHEREBY the owners' corporation shall not be responsible for performance of its duty in respect of the carport or carspace under ss 62(1) and (2) of the Strata Schemes Management Act 1996.

## **SPECIAL BY LAW NO. 3 – EXCLUSIVE USE LOT 3 AWNING**

### **PART 1**

#### **GRANT OF RIGHT**

1. Notwithstanding anything contained in by-laws of the Schedule 1 By-Laws contained in the Strata Schemes Management Act, 1996 (which apply to this scheme) or any other by-law applicable to the scheme, the Owner has the right to install a New external Structure and maintain, upkeep and replace (if necessary) the External Structure servicing the Lot (at that Owner's expense and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.

### **PART 2**

#### **DEFINITIONS AND INTERPRETATIONS**

##### **2.1 Definitions**

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

- (a) "Act" means the Strata Schemes Management Act, 1996.
- (b) "Authority" means any government, semi-government, statutory, public or other authority having jurisdiction over the Lot, including the Council.
- (c) "Building" means the property known as 29 Dennis Street, Lakemba
- (d) "Council" means Canterbury Council.
- (e) "External Structure" means an external structure being an awning servicing Lot 3.
- (f) "Insurance" means
  - (i) Contractors all risk insurance (including public liability insurance in the sum of \$10million);
  - (ii) Insurance (if necessary) under the Home Building Act 1989; and
  - (iii) Workers compensation insurance.
- (g) "Lot" means Lot 3 in Strata Plan 1743.
- (h) "New External Structure" means a new External Structure being a colourbond awning of 2668mm across with an extension of 1200mm. Basic colour of 'Surfmist' stripes to blend into building brickwork colourings. Supports to be attached to discreetly along the edge of the north west facing bedroom window to be installed by an Owner under this by-law.
- (i) "Owner" means the owner of Lot 3.
- (j) "Owners Corporation" means the owners corporation of strata plan 1743.

##### **2.2 Interpretation**

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

- (a) The singular includes the plural and vice versa.
- (b) Any gender includes any other gender.
- (c) Any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) Reference to legislation includes reference to amending and replacing legislation.

2.2.2 Where a term of this by-law contradicts any other by-law applicable to the scheme, then this by-law will prevail to the extent of that contradiction.

### 3.1 Installation of external Structure

- (a) An Owner has the right to install, maintain, renew, repair or replace if necessary a New External Structure which exclusively services their Lot.
- (b) An Owner shall be responsible to maintain, renew, repair or replace if necessary the External Structure which exclusively services their Lot.
- (c) Where installation of a New External Structure or replacement of an Existing External Structure becomes necessary or desirable under this clause 3.1 the Owner will obtain the written consent of the Owners Corporation prior to commencement of the installation or replacement as the case may be, and the Owners Corporation may impose reasonable terms and conditions at the discretion of the Owners Corporation, including those set out below.
- (d) For the purposes of clauses 3.2, 3.3, 3.4 and 3.5 the rights, obligations and references to the installation of the New External Structure shall also apply to the process of replacement of an Existing External Structure.

### 3.2 Before the commencement of the installation of the New External Structure

Before commencement of the installation of the New External Structure, an Owner must:

- (a) Obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation.
- (b) Obtain the written consent to the commencement of the installation of the New External Structure from the Owners Corporation upon satisfying the requirements of clause (a) above.
- (c) Provide the Owners Corporation's nominated representative access to inspect the Lot within 48 hours of written request from the Owners Corporation.
- (d) Effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (e) Pay the Owners Corporation's reasonable costs of complying with the requirements of this by-law

### 3.3 During installation of the New External Structure

During the process of the installation of the New External Structure, the Owner of the Lot for the time being must:

- (a) Use duly licensed employees, contractors or agents to carry out the installation;
- (b) Ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) Carry out the installation between the hours of 8.30 am to 5.00 pm Monday to Friday and 8.00 am and 12 noon Saturday or such other times as reasonably approved by the Owners Corporation;
- (d) Ensure the installation is carried out expeditiously and with a minimum of disturbance to the owners and occupiers of other Lots in the Strata Scheme;
- (e) Complete the installation within one (1) month of its commencement;
- (f) Transport all construction materials, equipment and debris in the manner described in this by-law and otherwise in accordance with the reasonable directions of the Owners Corporation;
- (g) Protect all areas of the Building outside the Lot from damage during installation including the transportation of materials, equipment and debris;
- (h) Ensure the installation works do not interfere with or damage the common property or the property of any other Lot owner other than as approved in this by-law and in this event the Owner must rectify that damage within a reasonable period of time;
- (i) Provide the Owners Corporation nominated representative access to inspect the Lot within 24 hours of any request
- (j) Not vary the approved installation without the prior written consent of the Owners Corporation.

#### 3.4 After installation of the New External Structure

3.4.1 After the installation of the New External Structure is completed the Owner must without unreasonable delay:

- (a) Notify the Owners Corporation that the installation works have been completed;
- (b) Notify the Owners Corporation that any damage caused to any other lot or common property during the course of installation and not permitted by this by-law has been rectified;
- (c) Provide the Owners Corporation with a copy of any certificate or certification required by any Authority to approve the installation;
- (d) Provide the Owners Corporation with certification from a suitably qualified engineers approved by the Owners Corporation that the installation and any works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;

(e) Provide the Owners Corporation nominated representative access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot pursuant to this by-law shall cease once it is reasonably satisfied that the Owner has complied with clause 3.4.1.

### 3.5 Enduring rights and obligations

#### The Owner

- (a) Must maintain and upkeep the New External Structure;
- (b) Must maintain and upkeep those parts of the common property in contact with the New External Structure;
- (c) Remains liable for any damage to any lot or common property arising out of the New External Structure; and
- (d) Indemnifies the Owners Corporation against any cost or loss arising out of or in connection with the New External Structure or its installation.

### 3.6 Failure to comply with this by-law

If an Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) Carry out all work necessary to perform this obligation;
- (b) Recover the costs of such work from the Owner; and
- (c) Recover from the Owner the amount of any fine or fee which may be charged.

## **SPECIAL BY-LAW 4 SMOKING RENETRATION**

THAT the owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act (2015)* to make an additional special by-law on the following terms:

**Special By-Law No. 4 – An owner or resident of a lot, and any invitee of the owner or resident, must not smoke tobacco or any other substance on the lot or on common property.**

### **A. Introduction**

---

- (1) This by-law prohibits smoking inside your lot, including in your garage, and on common property, by yourself or any invitee.
- (2) You must comply with this by-law.
- (3) If you do not comply with this by-law the owners corporation will take action against you.

## B. Definitions

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In this by-law:

"inside" means within the confines of your lot;

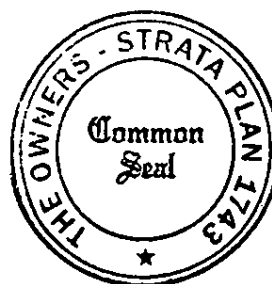
"garage" means a garage which forms part of a lot;

"lot" means a lot in the strata scheme;

"you" means an owner, occupier or lessee of a lot.

"common property" means all the areas of the land and building not included in any lot.

"prohibits smoking" means you must not, or permit others, to smoke any tobacco or other substance, by any means.



## Approved Form 10

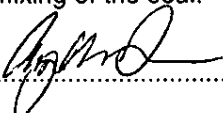
### Certificate re Initial Period

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 1743 was affixed on ^ 20/11/2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: CELDA DERVIS Authority: STRATA MANAGER

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

^ Insert appropriate date

\* Strike through if inapplicable.

---

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

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



Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AN825445G**

**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 1743

(B) **LODGED BY**

Document Collection Box  1095D	Name, Address or DX, Telephone, and Customer Account Number if any HIND & ASSOCAITES PO BOX 4519 SYDNEY NSW 2001	Reference: 1743	CODE  <b>CH</b>
	123790C		

- (C) The Owners-Strata Plan No. 1743 \_\_\_\_\_ certify that a special resolution was passed on 24/10/2018 \_\_\_\_\_
- (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. REGISTER SPECIAL BY LAW 5  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:

- (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. 1743 was affixed on 24/10/2018 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: *Celda Dervis*  
 Name: CELDA Dervis  
 Authority: STRATA MANAGER  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Authority: \_\_\_\_\_



## Approved Form 23


S. 238 S.S.M.A.

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

### Attestation

The common seal of the Owners - Strata Plan No 1743 was hereunto affixed on 24<sup>TH</sup> October 2018 in the presence of Celda Dervis being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



.....

CELDA Dervis  
STRATA MANAGER



## REGISTERED BY-LAWS SP1743 29 DENNIS STREET LAKEMBA

### 1 Noise

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

### 2 Vehicles

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

### 3 Obstruction of common property

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

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

An owner or occupier of a lot must not:

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

### 5 Damage to common property

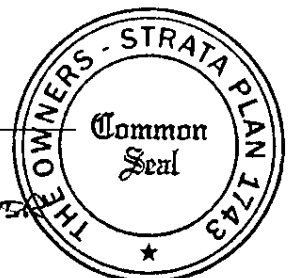
(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

*[Handwritten Signature]*  
CYLDA DENNIS  
STRATA MANAGER



(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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

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

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

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

## **8 Behaviour of invitees**

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

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

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

## **10 Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building

other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

### **11 Cleaning windows and doors**

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

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

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

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

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

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

### **14 Floor coverings**

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

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

### **15 Garbage disposal**

An owner or occupier of a lot:

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

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

#### **16 Keeping of animals**

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

#### **17 Appearance of lot**

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

#### **18 Notice-board**

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

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

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the

strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

### **Special By -Law No -1**

The proprietor for the time being of each of lots 7, 9 and 2 is each hereby conferred with:-

(a) The right of exclusive use and enjoyment of that part of the common property described in the Schedule below (which is represented diagrammatically in Annexure "Z" hereto and each known herein as "the carspace"); and

(b) The special privilege and enjoyment to undertake or already have had undertaken the installation, construction or erection of a carport on the carspace of each proprietor as referred to in (a) above

SUBJECT TO the due observance and performance by each proprietor with the following conditions:

(i) The carport shall be built on the carspace at the expense of the proprietor without claim on the body corporate;

(ii) Statutory By-Law 29 must be complied with at all times;

(iii) The proposed carport for carspace 3 shall be of the same:

(A) materials;

(B) design;

(C) style

(D) colour; and

(E) height

as the existing carports or carspaces 1 and 2 AND its dimensions shall not exceed the size of carspace 3;

(iv) Before commencement of construction of the carport for carspace 3 the proprietor shall furnish the secretary of the body corporate with a copy of the:

(A) Plans; and

(B) Specifications duly stamped and approved by the local council which may be retained by the body corporate;

(v) Comply with each and all conditions of building consent (at the proprietor's expense) as specified by the local council;

(vi) Ensure the carports are built, renewed or replaced using:

(A) Licensed tradesmen; and

(B) With new materials;

(vii) Maintain and keep (including the costs of renewal or replacement thereof) the carport including its awning, supporting posts and all other parts in good clean and serviceable repair and condition at the proprietor's expense;

(viii) Regularly maintain and clean and keep clean and maintained the carspace:

(ix) Not do or suffer anything to be done on the carspace or carport any act or thing by reason of which any increased or extra premium of insurance may be payable by the body corporate for the insurance in respect of the parcel or any part thereof;

(x) In the event the proprietor needs to renew or replace the carport or any part thereof, it shall be renewed or replaced with an identical carport and replacement or renewal parts (of the same materials, design, style, colour, height and dimensions) but in the event identical replacement or renewal cannot be achieved the proprietor shall in writing request the strata council to resolve what variations may occur prior to the replacement or renewal occurring;

(xi) No additions shall be made to the carport or any part thereof nor shall anything be hung from the carport;

(xii) Nothing in this By-Law shall be construed so as to relieve any proprietor or occupier of any of the lots from the obligation to comply with the Strata Titles Act 1973 the Regulations or By-Laws;

(xiii) Without prejudice to the other rights of the body corporate, if any proprietor or occupier shall at any time fail or neglect to perform or observe any of the conditions herein contained, then following seven days notice of such breach to the proprietor and the non rectification or non cessation of such breach within the seven days, the body corporate may;

(i) Engage such tradesmen or persons to rectify such breach whereby the body corporate may recover the cost of such rectification in a court of competent jurisdiction from the defaulting proprietor or occupier; and

(ii) Terminate the rights conferred by this By-Law whereby the carspace shall be restored to its former condition and the carport shall be removed, all at the expense of the proprietor.

## **SPECIAL BY-LAW NO - 2**

The owner for the time being of lot 3 is hereby conferred with:

(a) The right of exclusive use and enjoyment of that part of the common property being at the rear of the common property adjoining carspace 3 referred to in Annexure "Z" to Change of By-Laws O272544 on its opposite side to carspace 2 having a rectangular shape with sides of 5600 mm, a rear and front of 3500 mm, an area of 19.6 square metres known as carspace 4; and

(b) The special privilege and enjoyment to undertake the installation, construction or erection of a carport on the carspace referred to in (a) above

SUBJECT TO the due observance and performance by the owner of the following conditions:

(i) The carport shall be built on the carspace at the expense of the owner without claim on the owners' corporation;

(ii) Statutory by-law 29 must be complied with at all times;

(iii) The proposed carport for carspace 4 shall be of the same:

(A) materials;

(B) design;

(C) style;

(D) colour; and

(E) height

as the existing carports of carspaces 1 and 2 AND its dimensions shall not exceed the size of carspace 4;

(iv) before the commencement of construction of the carport for carspace 4 the owner shall furnish to the secretary of the owners' corporation with a copy of the:

- (A) plans; and
- (B) specifications

duly stamped and approved by the local council which may be retained by the owners' corporation;

(v) comply with each and all conditions of building consent (at the owner's expense) as specified by the local council;

(vi) ensure the carport is built, renewed or replaced using:

- (A) licensed tradesmen; and
- (B) with new materials;

(vii) maintain and keep (including the costs of renewal or replacement thereof) the carport including its awning, supporting posts and all other parts in good clean and serviceable repair and condition at the owner's expense;

(viii) regularly maintain and clean and keep clean and maintained the carspace;

(ix) not do or suffer anything to be done on the carspace or carport any act or thing by reason of which any increased or extra premium of insurance may be payable by the owners' corporation for the insurance in respect of the parcel or any part thereof;

(x) in the event the owner needs to renew or replace the carport or any part thereof, it shall be renewed or replaced with an identical carport and replacement or renewal parts (of the same materials, design, style, colour, height and dimensions) but in the event identical replacement or renewal cannot be achieved the owner shall in writing request the strata council to resolve what variations may occur prior to the replacement or renewal occurring;

(xi) the owner for the time being of lot 3 may fit lattice weather protection to the northern end of the carport to 1 metre off the ground level but otherwise no additions shall be made to the carport or any part thereof nor shall anything be hung from the carport;

(xii) nothing in this by-law shall be construed so as to relieve any owner or occupier of any lot from the obligation to comply with the Strata Schemes Management Act 1996 the Regulations or by-laws;

(xiii) without prejudice to the other rights of the owners' corporation, if any owner or occupier shall at any time fail or neglect to perform or observe any of the conditions herein contained, then following seven days notice of such breach to the owner and the non rectification or non cessation of such breach within the seven days, the owners' corporation may:

(i) engage such tradesmen or persons to rectify such breach whereby the owners' corporation may recover the cost of such rectification in a court of competent jurisdiction from the defaulting owner or occupier;

and

(ii) terminate the rights conferred by this by-law whereby the carspace shall be restored to its former condition and the carport shall be removed, all at the expense of the owner."

WHEREBY the owners' corporation shall not be responsible for performance of its duty in respect of the carport or carspace under ss 62(1) and (2) of the Strata Schemes Management Act 1996.

## **SPECIAL BY LAW NO. 3 – EXCLUSIVE USE LOT 3 AWNING**

### **PART 1**

#### **GRANT OF RIGHT**

1. Notwithstanding anything contained in by-laws of the Schedule 1 By-Laws contained in the Strata Schemes Management Act, 1996 (which apply to this scheme) or any other by-law applicable to the scheme, the Owner has the right to install a New external Structure and maintain, upkeep and replace (if necessary) the External Structure servicing the Lot (at that Owner's expense and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.

### **PART 2**

#### **DEFINITIONS AND INTERPRETATIONS**

##### **2.1 Definitions**

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

- (a) "Act" means the Strata Schemes Management Act, 1996.
- (b) "Authority" means any government, semi-government, statutory, public or other authority having jurisdiction over the Lot, including the Council.
- (c) "Building" means the property known as 29 Dennis Street, Lakemba
- (d) "Council" means Canterbury Council.
- (e) "External Structure" means an external structure being an awning servicing Lot 3.
- (f) "Insurance" means
  - (i) Contractors all risk insurance (including public liability insurance in the sum of \$10million);
  - (ii) Insurance (if necessary) under the Home Building Act 1989; and
  - (iii) Workers compensation insurance.
- (g) "Lot" means Lot 3 in Strata Plan 1743.
- (h) "New External Structure" means a new External Structure being a colourbond awning of 2668mm across with an extension of 1200mm. Basic colour of 'Surfmist' stripes to blend into building brickwork colourings. Supports to be attached to discreetly along the edge of the north west facing bedroom window to be installed by an Owner under this by-law.
  - (i) "Owner" means the owner of Lot 3.
  - (j) "Owners Corporation" means the owners corporation of strata plan 1743.

## 2.2 Interpretation

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

- (a) The singular includes the plural and vice versa.
- (b) Any gender includes any other gender.
- (c) Any terms in the by-law will have the same meaning as those defined in the Act; and

(d) Reference to legislation includes reference to amending and replacing legislation.

2.2.2 Where a term of this by-law contradicts any other by-law applicable to the scheme, then this by-law will prevail to the extent of that contradiction.

### 3.1 Installation of external Structure

(a) An Owner has the right to install, maintain, renew, repair or replace if necessary a New External Structure which exclusively services their Lot.

(b) An Owner shall be responsible to maintain, renew, repair or replace if necessary the External Structure which exclusively services their Lot.

(c) Where installation of a New External Structure or replacement of an Existing External Structure becomes necessary or desirable under this clause 3.1 the Owner will obtain the written consent of the Owners Corporation prior to commencement of the installation or replacement as the case may be, and the Owners Corporation may impose reasonable terms and conditions at the discretion of the Owners Corporation, including those set out below.

(d) For the purposes of clauses 3.2, 3.3, 3.4 and 3.5 the rights, obligations and references to the installation of the New External Structure shall also apply to the process of replacement of an Existing External Structure.

### 3.2 Before the commencement of the installation of the New External Structure

Before commencement of the installation of the New External Structure, an Owner must:

(a) Obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation.

(b) Obtain the written consent to the commencement of the installation of the New External Structure from the Owners Corporation upon satisfying the requirements of clause (a) above.

(c) Provide the Owners Corporation's nominated representative access to inspect the Lot within 48 hours of written request from the Owners Corporation.

(d) Effect and maintain Insurance and provide a copy to the Owners Corporation; and

- (e) Pay the Owners Corporation's reasonable costs of complying with the requirements of this by-law

### 3.3 During installation of the New External Structure

During the process of the installation of the New External Structure, the Owner of the Lot for the time being must:

- (a) Use duly licensed employees, contractors or agents to carry out the installation;
- (b) Ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) Carry out the installation between the hours of 8.30 am to 5.00 pm Monday to Friday and 8.00 am and 12 noon Saturday or such other times as reasonably approved by the Owners Corporation;
- (d) Ensure the installation is carried out expeditiously and with a minimum of disturbance to the owners and occupiers of other Lots in the Strata Scheme;
- (e) Complete the installation within one (1) month of its commencement;
- (f) Transport all construction materials, equipment and debris in the manner described in this by-law and otherwise in accordance with the reasonable directions of the Owners Corporation;
- (g) Protect all areas of the Building outside the Lot from damage during installation including the transportation of materials, equipment and debris;
- (h) Ensure the installation works do not interfere with or damage the common property or the property of any other Lot owner other than as approved in this by-law and in this event the Owner must rectify that damage within a reasonable period of time;
- (i) Provide the Owners Corporation nominated representative access to inspect the Lot within 24 hours of any request
- (j) Not vary the approved installation without the prior written consent of the Owners Corporation.

### 3.4 After installation of the New External Structure

3.4.1 After the installation of the New External Structure is completed the Owner must without unreasonable delay:

- (a) Notify the Owners Corporation that the installation works have been completed;
- (b) Notify the Owners Corporation that any damage caused to any other lot or common property during the course of installation and not permitted by this by-law has been rectified;
- (c) Provide the Owners Corporation with a copy of any certificate or certification required by any Authority to approve the installation;
- (d) Provide the Owners Corporation with certification from a suitably qualified engineers approved by the Owners Corporation that the installation and any works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) Provide the Owners Corporation nominated representative access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot pursuant to this by-law shall cease once it is reasonably satisfied that the Owner has complied with clause 3.4.1.

### 3.5 Enduring rights and obligations

#### The Owner

- (a) Must maintain and upkeep the New External Structure;
- (b) Must maintain and upkeep those parts of the common property in contact with the New External Structure;
- (c) Remains liable for any damage to any lot or common property arising out of the New External Structure; and
- (d) Indemnifies the Owners Corporation against any cost or loss arising out of or in connection with the New External Structure or its installation.

### 3.6 Failure to comply with this by-law

If an Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) Carry out all work necessary to perform this obligation;
- (b) Recover the costs of such work from the Owner; and

- (c) Recover from the Owner the amount of any fine or fee which may be charged.

#### **SPECIAL BY-LAW 4 SMOKING RENETRATION**

THAT the owners corporation SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act (2015)* to make an additional special by-law on the following terms:

**Special By-Law No. 4 – An owner or resident of a lot, and any invitee of the owner or resident, must not smoke tobacco or any other substance on the lot or on common property.**

##### **A. Introduction**

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- (1) This by-law prohibits smoking inside your lot, including in your garage, and on common property, by yourself or any invitee.
- (2) You must comply with this by-law.
- (3) If you do not comply with this by-law the owners corporation will take action against you.

##### **B. Definitions**

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In this by-law:

**“inside”** means within the confines of your lot;

**“garage”** means a garage which forms part of a lot;

**“lot”** means a lot in the strata scheme;

**“you”** means an owner, occupier or lessee of a lot.

**“common property”** means all the areas of the land and building not included in any lot.

**“prohibits smoking”** means you must not, or permit others, to smoke any tobacco or other substance, by any means.

## **SPECIAL BY-LAW NO. 5 – RENOVATIONS**

### **1. Introduction**

This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

### **2. Definitions & Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) “**Act**” means the *Strata Schemes Management Act 2015*,
- (b) “**apartment**” means a lot in the strata scheme,
- (c) “**annexure**” means the annexure to this by-law,
- (d) “**building**” means the building in the strata scheme in which your apartment is located,
- (e) “**common area**” means the common property in the strata scheme,
- (f) “**cosmetic work**” means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) “**major renovations**” means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
  - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
  - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,

- (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
- (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

- (h) “**minor renovations**” means any work to a common area in the building in connection with your apartment for the following purposes:
  - (i) renovating a kitchen,
  - (ii) renovating a bathroom in a manner that does not involve waterproofing,
  - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
  - (iv) changing recessed light fittings,
  - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
  - (vi) installing or replacing wood or other hard floors,
  - (vii) installing or replacing wiring or cabling or power or access points,
  - (viii) installing or replacing pipes and ducts,
  - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
  - (x) installing a rainwater tank,
  - (xi) installing a clothesline,

- (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- (xiii) installing double or triple glazed windows,
- (xiv) installing a heat pump or hot water service,
- (xv) installing ceiling insulation,
- (xvi) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof above your apartment,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

- (i) "**renovations**" means minor renovations or major renovations,
- (j) "**strata scheme**" means the strata scheme to which this by-law applies, and
- (k) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) any provision of this by-law that is or becomes invalid, unenforceable or void in any respect is to be ignored, read down or severed so far as is possible so as to uphold the legality, validity and enforceability of the remaining provisions of this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Renovations Approval Process**

#### **3.1 Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

#### **3.2 The Approval Process**

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the renovations,
- (d) drawings, plans and specifications for the renovations,

- (e) an estimate of the duration and times of the renovations,
  - (f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,
  - (g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.
- 3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.
- 3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.2.6 The owners corporation may engage a consultant to assist it review your application.
- 3.2.7 The owners corporation may:
- (a) approve your application either with or without conditions, or
  - (b) withhold approval of your application (but it must not act unreasonably when doing so).
- 3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- 3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.
- 4. Conditions for Renovations**

#### **4.1 Before the Renovations**

4.1.1 Before commencing the renovations, you must:

**(a) Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

**(b) Local Council Approval**

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

**(c) Contractor's Licence and Insurance Details**

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the renovations (if required by law),

**(d) Engineer's Report**

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

**(e) Acoustic Consultant's Report**

if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a kitchen, laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

**(f) Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

**(g) Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

**(h) Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations you must immediately stop them.

**4.2 During the Renovations**

During the renovations you must:

**(a) Standard of Workmanship**

ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

**(b) Quality of Renovations**

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

**(c) Time for Completion of Renovations**

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

**(d) Times for Renovations**

ensure that the renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 1.00pm on Saturdays (not including public holidays) and are not carried out any other times,

**(e) Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on weekdays and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

**(f) Appearance of Renovations**

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

**(g) Supervision of Renovations**

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

**(h) Noise During Renovations**

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

**(i) Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

**(j) Debris**

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

**(k) Storage of Building Materials on Common Areas**

make sure that no building materials are stored in a common area,

**(l) Protection of Building**

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

**(m) Building Integrity**

keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

**(n) Daily Cleaning**

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

**(o) Interruption to Services**

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

**(p) Access**

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

**(q) Vehicles**

ensure that no contractor's vehicles obstruct the common areas including any driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

**(r) Security**

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

**(s) Variation to renovations**

not vary the renovations without obtaining the prior written approval of the owners corporation,

**(t) Costs of renovations**

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

#### **4.3 After the Renovations**

After the renovations have been completed, you must:

##### **(a) Notify the Owners Corporation**

promptly notify the owners corporation that the renovations have been completed,

##### **(b) Access**

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

##### **(c) Obtain Planning Certificates**

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the renovations and the occupation of your apartment (such as an occupation certificate) and give copies of them to the owners corporation,

##### **(d) Restore the Common Areas**

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

##### **(e) Engineer's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

##### **(f) Expert's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

**(g) Acoustic Consultant's Report**

if the renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a kitchen, laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

**4.4 Enduring Obligations**

You must:

**(a) Maintenance of Apartment Renovations**

properly maintain the renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

**(b) Maintenance of Minor Renovations**

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

**(c) Repair Damage**

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

**(d) Prevent Excessive Noise**

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

#### **(e) Flooring**

if the renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a kitchen, laundry, lavatory or bathroom),

#### **(f) Indemnity**

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

#### **(g) Insurance**

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

#### **(h) Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

### **5. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or

(b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

## **6. Breach of this By-Law**

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

## **7. Common Property Rights By-Law**

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

## **8. Strata Committee Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

## **9. Specification of Additional Minor Renovations**

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

## **10. Decision of Owners Corporation not to Maintain Minor Renovations**

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

## **ANNEXURE**

### **Motion and By-Law for Major Renovations**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

**Special By-Law No. – Major Renovations and Building Works (Lot ....)**

**1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-Law and this by-law.

**2. Definitions**

In this by-law:

“**Lot**” means Lot ..... in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being .....

“**Renovations By-Law**” means Special By-Law No. 1 – Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

**3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

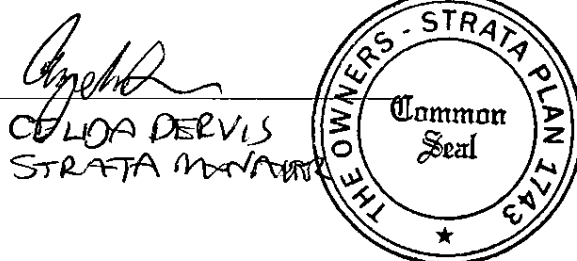
#### **4. Conditions**

- 4.1 The Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.

#### **RENOVATIONS BY LAW 5**

##### **Motion and By-Law for Major Renovations**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:



## Approved Form 10

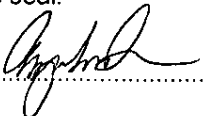
### Certificate re Initial Period

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 1 7 4 3 was affixed on 24 October 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: CELDA DERVIS Authority: STRATA MANAGER

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

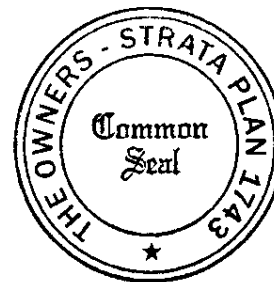
^ Insert appropriate date

\* Strike through if inapplicable.

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

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





## New South Wales Repealed Acts

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**This legislation has been repealed.**

### STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 - SCHEDULE 4

#### SCHEDULE 4 – Transitional and savings provisions

[\(Section 160\)](#)

#### Part 1A - General

##### 1 Regulations

- (1) The [regulations](#) may contain provisions of a savings or transitional nature consequent on the enactment of any Act that amends this Act.
- (2) Any such provision may, if the [regulations](#) so provide, take effect from the date of assent to the Act concerned or a later date.
- (3) To the extent to which any such provision takes effect from a date that is earlier than the date of its publication on the NSW legislation website, the provision does not operate so as:
  - (a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of its publication, or
  - (b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done or omitted to be done before the date of its publication.

#### Part 1 - Provisions relating to repeal of the former Act

##### 1 Definitions

- (1) In this Schedule, except in so far as the context or subject-matter otherwise indicates or requires:

"**appointed day**" means the day appointed and notified under [section 2](#).

"**former Act**" means the *Conveyancing (Strata Titles) Act 1961* .

"**former by-law**" means a by-law within the meaning of the former Act as that by-law was in force immediately before the appointed day.

"**former common property**" means so much of a former [parcel](#) as, immediately before the appointed day, was not comprised in any former lot.

"**former lot**" means a lot under the former Act as it existed immediately before the appointed day.

"**former parcel**" means land which, immediately before the appointed day, comprised the former lots and the former [common property](#) the subject of a former [strata scheme](#).

"**former proprietor**" means a person who, immediately before the appointed day, was a [proprietor](#), within the meaning of the former Act, of a former lot.

"**former strata scheme**" means:

(a) the manner of division, immediately before the appointed day, of a former [parcel](#) into former lots or into former lots and former [common property](#) and the manner of allocation, immediately before that day, of [unit entitlements](#) under the former Act among the former lots, and

(b) the rights and obligations, between themselves, immediately before the appointed day, of former [proprietors](#), other persons having property interests in or occupying former lots and the [body corporate](#),

as conferred or imposed by the former Act or by anything done under the authority of the former Act or the [Real Property Act 1900](#).

- (2) For the purposes of the application of any provision of this Act to or in respect of a scheme to which the provisions of this Act apply by reason of [clause 6](#):

(a) the [initial period](#) in relation to the [body corporate](#) for that scheme shall be deemed to have expired if on the appointed day the [original proprietor](#) within the meaning of paragraph (c) is not the [proprietor](#) of any lots the subject of that scheme or is the [proprietor](#) of lots the subject of that scheme the sum of whose [unit entitlements](#) is less than two-thirds of the [aggregate unit entitlement](#),

(b) except where the [initial period](#) in relation to the [body corporate](#) for that scheme has, under paragraph (a), expired, a reference to the [initial period](#) in relation to that [body corporate](#) is a reference to the period commencing on the appointed day and ending on the day on which there are [proprietors](#) of lots the subject of that scheme (other than the [original proprietor](#) within the meaning of paragraph (c)) the sum of whose [unit entitlements](#) is at least one-third of the [aggregate unit entitlement](#), and

(c) a reference to an [original proprietor](#), in relation to that scheme, is a reference to the person by whom the [parcel](#) (being the [parcel](#) comprised in the strata plan, within the meaning of the former Act, the registration of which under the former Act initiated the scheme to which the provisions of this Act apply by reason of [clause 6](#)) was held in fee simple or under a perpetual lease from the Crown at the time of that registration.

- (3) The express application of any provision of this Act (whether unamended or deemed to be amended) by any provision of this Schedule to or in respect of any act, matter or thing referred to in this Schedule shall not, except in so far as a contrary intention appears, be construed as preventing

or limiting the application of any other provision of this Act to that or any other act, matter or thing.

(4) Where any provision of this Act is deemed to be amended by this Schedule by inserting in that provision any words, those words shall be construed as if they were contained in this Schedule.

## 2 Registration of unregistered former strata plans

(1) Notwithstanding [section 8](#) or [9](#), a strata plan, or a strata plan of resubdivision, within the meaning of the former Act, may be [registered](#) as a strata plan or as a strata plan of subdivision, as the case may be, but shall not be so [registered](#) unless:

- (a) it illustrates a division of a [building](#) into different parts,
- (b) the requirements of the former Act have been or are complied with in so far as those requirements relate to the registration of a strata plan, or a strata plan of resubdivision, as the case may be, and
- (c) except in the case of such a strata plan of resubdivision, the certificate referred to in section 4 (3) (b) of the former Act states that the approval given under Part 11 of the *Local Government Act 1919* by the [local council](#) to the erection of that [building](#) was given not earlier than two years before the appointed day.

(2) Without limiting the generality of subclause (1) (b), for the purpose of enabling a person to comply, as referred to in subclause (1) (b), with the requirements of the former Act, the provisions of section 20 (subsection (4) (a), (c), (d), (e), (f) and (g) excepted) of the former Act apply to and in respect of an application for a certificate referred to in section 4 (3) (b) of the former Act relating to the proposed subdivision illustrated by a strata plan or strata plan of resubdivision referred to in subclause (1), as if the former Act had not been repealed.

(3) Where a plan is [registered](#) under subclause (1), the land comprised in the plan shall be deemed to have been subdivided under this Act into lots or into lots and [common property](#) in the same manner as that land would have been subdivided if that plan had been [registered](#) under the former Act, except that:

- (a) where a boundary of any such lot would, if that plan had been validly [registered](#) under the former Act, have been, under section 4 (2) of the former Act, the centre of a [floor](#), [wall](#) or ceiling, that boundary shall upon the registration of the plan and until it is altered in accordance with this Act be the upper surface of that [floor](#), the inner surface of that [wall](#) or the under surface of that ceiling, as the case may be, and
- (b) where a boundary of any lot is adjusted under paragraph (a), the boundaries of the [common property](#) are adjusted reciprocally,

and any such lots or [common property](#) shall, for the purposes of this Act, be deemed to be lots or [common property](#), or to be lots or [common property](#) with boundaries adjusted as referred to in paragraph (a) or (b), as the case may be.

(4) A lot created by the registration of a plan under subclause (1) does not include any [structural cubic space](#) unless that [structural cubic space](#) was stipulated in that plan as forming part of that lot.

(5) For the purposes of the registration of a plan under subclause (1), the reference in:

- (a) [section 10](#) (1) to a plan illustrating a proposed subdivision referred to in [section 5](#) (7) (a) shall be construed as a reference to a strata plan of resubdivision within the meaning of [section 20](#) (4) of the former Act,
- (b) [section 10](#) (2) and (3) to subsection (1) shall be construed as a reference to subsection (1) construed in accordance with paragraph (a),
- (c) [section 38](#) (2) (a) to a certificate of approval under [section 37](#) (1) (3) or (4) shall be construed as a reference to a certificate issued under [section 20](#) (2) of the former Act,
- (d) [section 39](#) (1) to any certificate of approval issued under [section 37](#) shall be construed as a reference to any certificate issued under [section 20](#) (2) of the former Act, and
- (e) [section 39](#) (2), (3) and (4) to subsection (1) shall be construed as a reference to [section 39](#) (1) construed in accordance with paragraph (d).

(6) Where, under any provision of this Act, any act, matter or thing depends on or results from (either directly or indirectly) the registration of a strata plan, that provision operates in relation to the registration of a plan under subclause (1) in the same way as it operates in relation to the registration of a strata plan.

(7) Subject to this [clause](#), a reference in this Act to a strata plan or a strata plan of subdivision includes a reference to a plan [registered](#) under subclause (1) as a strata plan or a strata plan of subdivision, as the case may be.

(8) The address endorsed, as referred to in section 4 (1) (g) of the former Act, upon a plan [registered](#) under subclause (1) shall, for the purposes of this Act, be deemed to be the address for the service of notices on the [body corporate](#) concerned until that address is altered in accordance with this Act.

(9) The schedule endorsed, as referred to in [section 18](#) of the former Act, upon a plan (not being a strata plan of resubdivision within the meaning of section 20 (4) of the former Act) [registered](#) under subclause (1) shall, for the purposes of this Act, be deemed to be the schedule referred to in section 8 (1) (d).

(10) [Section 41](#) (5) does not apply to or in respect of the registration of a plan under subclause (1).

(11) A reference to a lot shown in a plan capable of being [registered](#) under subclause (1) made in any instrument executed before the registration of that plan under subclause (1) (being an instrument relating to the sale or other disposition of an estate or interest in the lot so shown) shall, on and after the registration of that plan, be construed as a reference to the lot which corresponds to the lot so shown.

## 3 Former lots and former [common property](#) to be derived lots and derived [common property](#)

(1) Where immediately before the appointed day:

- (a) a former lot had any boundary that under section 4 (2) of the former Act was the centre of a [floor](#), [wall](#) or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having, subject to subclause (2), as its boundaries:

(i) instead of any boundary that was the centre of a [floor, wall](#) or ceiling, the upper surface of that [floor](#), the inner surface of that [wall](#) or the under surface of that ceiling, as the case may be, and

(ii) except as provided by subparagraph (i), the same boundaries as that former lot, and

(b) a former lot had no boundary that under section 4 (2) of the former Act was the centre of a [floor, wall](#) or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having as its boundaries the same boundaries as that former lot.

(2) A derived lot does not include any [structural cubic space](#) unless that [structural cubic space](#) was stipulated, in the relevant strata plan or strata plan of resubdivision, as forming part of the former lot to which that derived lot corresponds.

(3) On the appointed day, former [common property](#) becomes, for the purposes of this Schedule, derived [common property](#) corresponding to that former [common property](#), but has as its boundaries:

(a) where any derived lot has any of its boundaries ascertained in accordance with subclause (1) (a) (i) or (b), boundaries adjusted reciprocally, and

(b) except as provided by paragraph (a), the same boundaries as that former [common property](#).

(4) A reference to a former lot made in any instrument executed before the appointed day (being an instrument relating to the sale or other disposition of an estate or interest in that former lot) shall, on and after that day, be construed as a reference to the derived lot which corresponds to that former lot.

#### 4 Continuation of bodies corporate

A [body corporate](#), constituted under the former Act, in relation to a former [strata scheme](#):

(a) shall continue notwithstanding the repeal of the former Act,

(b) shall, on the appointed day, be deemed to be the [body corporate](#) constituted under section 54 (1) in respect of the scheme that corresponds to that former [strata scheme](#) and to which the provisions of this Act apply by reason of [clause 6](#), and

(c) notwithstanding section 54 (1), shall have as its corporate name its corporate name under the former Act.

#### 5 Continuation of estates or interests in former lots and former [common property](#) and rights in former [common property](#)

A person who, immediately before the appointed day:

(a) had an estate or interest in a former lot, has on that day the same estate or interest in the derived lot which corresponds to that former lot, or

(b) had an estate or interest (not being a right or special privilege referred to in [clause 15](#)) in former [common property](#), has, subject to [clause 7 \(1\)](#), on that day the same estate or interest in the derived [common property](#) which corresponds to that former [common property](#).

#### 6 Application of Act to former [strata schemes](#), former [parcels](#), derived lots and derived [common property](#)

Subject to this Schedule, the provisions of this Act shall, on and from the appointed day, apply to and in respect of:

(a) a former [strata scheme](#) as if it were a [strata scheme](#),

(b) a former [parcel](#) as if it were a [parcel](#),

(c) a derived lot as if it were a lot, and

(d) derived [common property](#) as if it were [common property](#).

#### 7 Vesting of derived [common property](#) in [body corporate](#)

(1) On the appointed day, derived [common property](#) is divested from the former [proprietors](#) by whom it was, immediately before that day, held as referred to in [section 9 \(1\)](#) of the former Act and, subject to section 20, vests in the [body corporate](#) for the estate or interest therein of those former [proprietors](#) evidenced by the Register immediately before that day.

(2) The Registrar-General shall, on the appointed day, issue in the name of any [body corporate](#) in which any derived [common property](#) vests under subsection (1) a certificate of title for that derived [common property](#).

(3) For the purpose only of the making of the recordings referred to in [section 23 \(2\)](#) on a certificate of title issued under subclause (2), [section 23 \(2\)](#) shall be construed as if the reference in:

(a) [section 23 \(2\) \(b\)](#) to the address for service of notices on the [body corporate](#) were a reference to such an address shown on the strata plan, within the meaning of the former Act, upon the registration, under the former Act, of which the [body corporate](#) concerned was constituted or on a later or the latest amendment of that strata plan,

(b) [section 23 \(2\) \(c\)](#) to the [schedule of unit entitlement](#) in force in respect of the [strata scheme](#) concerned were, subject to subclauses (4) and (5), a reference to a schedule specifying the respective [unit entitlements](#) of the lots the subject of the [strata scheme](#) concerned, being the [unit entitlements](#) as in force under the former Act immediately before the appointed day, and

(c) [section 23 \(2\) \(d\)](#) to any easement or restriction therein referred to were a reference to any such easement or restriction noted on the strata plan referred to in paragraph (a).

(4) Before recording a schedule on a certificate of title in accordance with [section 23 \(2\) \(c\)](#) construed in accordance with subclause (3) (b), the Registrar-General, if the [unit entitlement](#) for every derived lot to be specified in the schedule is divisible by a whole number so as to produce as the quotient a whole number, may record on that certificate of title as the [schedule of unit entitlement](#) a schedule:

(a) allocating to each of those derived lots the quotient obtained by making that division in respect of each such lot, and

(b) specifying as the [aggregate unit entitlement](#) the sum of the quotients so allocated in respect of all of those derived lots.

(5) Where:

(a) under the former Act one or more former lots was or were resubdivided as referred to in section 20 (4) of the former Act, and

(b) the aggregate of the [unit entitlements](#) of the lots created by the strata plan of resubdivision which effected that resubdivision is not equal to the [unit entitlement](#) of the lot, or to the aggregate of the [unit entitlements](#) of lots, which was or were so resubdivided,

the Registrar-General, when issuing a certificate of title comprising [common property](#) the subject of the former [strata scheme](#) concerned, shall record thereon as the [schedule of unit entitlement](#) a schedule:

(c) allocating to each derived lot that corresponds to a former lot the subject of that former [strata scheme](#) a [unit entitlement](#), expressed as a whole number, which bears to the [aggregate unit entitlement](#) the same proportion as the [unit entitlement](#) under the former Act of that former lot bore, immediately before the appointed day, to the aggregate of the [unit entitlements](#) under the former Act of all the former lots which, immediately before that day, were the subject of that former [strata scheme](#), and

(d) specifying as the [aggregate unit entitlement](#) the sum of the [unit entitlements](#) so allocated in respect of all of those derived lots.

(6) The address recorded on a certificate of title in accordance with [section 23](#) (2) (b) construed in accordance with subclause (3) (a) for service of notices on a [body corporate](#) shall, for the purposes of, but subject to, this Act, be the address for service of notices on that [body corporate](#) as continued by the operation of [clause 4](#).

(7) The schedule recorded on a certificate of title in accordance with [section 23](#) (2) (c) construed in accordance with subclause (3) (b) or recorded on a certificate of title in accordance with subclause (4) or (5) shall, for the purposes of, but subject to, this Act, be the [schedule of unit entitlement](#) in relation to the [strata scheme](#) which corresponds to the former [strata scheme](#) concerned.

(8) The [unit entitlement](#), as shown on the schedule referred to in subclause (7), of a derived lot shall, for the purposes of, but subject to, this Act be the [unit entitlement](#) of that derived lot.

(9) [Section 49](#) (3) does not apply where the Registrar-General records a [schedule of unit entitlement](#) under this [clause](#) on a folio of the Register comprising [common property](#) unless the recording was made in accordance with subclause (4) or (5).

(10) The certificate of title and the folio of the Register for a former lot shall respectively be deemed to be the certificate of title and the folio of the Register for the derived lot corresponding to that former lot and any recording made on that certificate of title or folio in relation to the derived [common property](#) shall, for the purposes of [section 42](#) (a) of the *Real Property Act 1900*, be deemed to be excluded therefrom.

(11) The partial cancellation of a certificate of title for a derived lot made for the purpose of excluding the recording referred to in subclause (10) shall be deemed not to be a partial cancellation of that certificate of title for the purposes of the *Real Property Act 1900*.

#### **8 Modification of section 22 in relation to former [strata schemes](#)**

[Section 22](#) applies to and in respect of a scheme to which the provisions of this Act apply by reason of [clause 6](#) but, for the purposes only of that application, shall be deemed to be amended:

(a) by omitting from subsection (1) the words "no part of a parcel is common property the Registrar-General shall, upon registration of a strata plan" and by inserting instead the words "immediately before the appointed day no part of a former parcel was common property, the Registrar-General shall, upon that day",

(b) by omitting from subsection (1) (b) the word "plan" and by inserting instead the word "scheme",

(c) by omitting from subsection (2) the words "the registration of a strata plan" and by inserting instead the words "the appointed day",

(d) by omitting from subsection (2) (a) the words "[section 18](#) (2) or subsection (5), as the case may be" and by inserting instead the words "clause 7 (2) of Schedule 4", and

(e) by inserting in subsections (3) and (4) after the matter "(1)" wherever occurring the words ", as deemed to be amended by clause 8 (a) and (b) of Schedule 4,".

#### **9 Modification of section 23 (3) in relation to former lots**

[Section 23](#) (3) shall apply to and in respect of a certificate of title issued under [clause 7](#) (2) but, for the purposes only of that application, shall be deemed to be amended:

(a) by omitting the word "not",

(b) by omitting the words "on the folio of the Register comprising a lot the subject of the strata scheme concerned but shall record the easement or restriction", and

(c) by omitting the words "any such lot" and by inserting instead the words "any lot the subject of the strata scheme concerned".

#### **10 Registration of transfers or leases of derived [common property](#) registrable under section 10 of former Act**

(1) Where a transfer or lease of any [common property](#) under the former Act:

(a) would under [section 10](#) of the former Act have been registrable under the *Real Property Act 1900* had this Act not been enacted but had not, before the appointed day, been [registered](#) under that Act, and

(b) was executed pursuant to an agreement entered into by the [body corporate](#) before the appointed day,

that transfer or lease, upon its lodgment in the office of the Registrar-General, shall be dealt with under [section 25](#) (4) as if it were a dealing referred to in [section 25](#) (1).

(2) For the purposes of [section 25](#) (3), a lease referred to in subclause (1) shall be deemed to have been granted under [section 25](#) (1).

## 11 General meetings of certain continued bodies corporate

(1) Where, in relation to a [body corporate](#) continued by the operation of [clause 4](#), the [original proprietor](#) is not, on the appointed day, the [proprietor](#) of any lots the subject of the [strata scheme](#) or is the [proprietor](#) of lots the subject of the [strata scheme](#) the sum of whose [unit entitlements](#) is less than two-thirds of the [aggregate unit entitlement](#) and:

(a) a general meeting of that [body corporate](#) has not been held before the appointed day, a general meeting of that [body corporate](#) shall be held within three months after the appointed day, and that general meeting shall, for the purposes of this Act (section 57 (4) excepted) be the first annual general meeting of the [body corporate](#), or

(b) a general meeting of that [body corporate](#) has been held before the appointed day, the last general meeting of that [body corporate](#) held before that day shall, for the purposes of [clause 1](#) (1) of Part 1 of Schedule 2, be deemed to have been the first annual general meeting.

(2) If a meeting of the [body corporate](#) is not held in accordance with subclause (1) (a), the Commissioner may, pursuant to an application by a [proprietor](#) or [mortgagee](#) of a lot appoint, by order, a person to convene a general meeting within such time as may be specified in the order and the meeting convened by that person shall for the purposes of this Act (section 57 (4) excepted) be the first annual general meeting of the [body corporate](#).

(3) An order made under subclause (2) may include such ancillary or consequential provisions as the Commissioner thinks fit.

(4) The agenda for a meeting convened under subclause (1) (a) or subclause (2) shall be the agenda specified in section 57 (2).

(5) The [original proprietor](#) shall not fail or neglect to deliver to the [body corporate](#) (being a [body corporate](#) a general meeting of which is required to be held under subclause (1) (a)), within fourteen days after notice in writing is given to him by the [body corporate](#) or if the documents referred to in paragraphs (a) and (b) are not then in his possession within fourteen days after they come into his possession or under his control:

(a) any plan, specification, certificate (other than a certificate of title for a lot), diagram or other document (including any policy of insurance) obtained or received by him and relating to the [parcel](#) or [building](#), and

(b) any book of account, notice or other record relating to the [strata scheme](#),

other than any such document which exclusively evidences rights or obligations of the [original proprietor](#) and which is not capable of being used for the benefit of the [body corporate](#) or any of the [proprietors](#), other than the [original proprietor](#).

Maximum penalty: 10 penalty units.

(6) Section 70 (1) (b) (iii) shall be deemed to be amended by inserting after the matter "section 57 (4)" the matter "or under clause 11 (5) of Schedule 4".

## 12 Meetings of former bodies corporate held within two months after appointed day

Notwithstanding section 57 (5), for the purposes of any general meeting of a [body corporate](#) continued by the operation of [clause 4](#), being a general meeting held before the expiration of two months after the appointed day:

(a) the procedure for the convening and holding of meetings of such a [body corporate](#) and the rights of persons to vote at and to requisition meetings of such a [body corporate](#) shall be the same as they were under the former Act, and

(b) where a notice is given to the [body corporate](#) under section 81 (3), (5) or (6), the [mortgagee](#) specified in the notice shall have the same voting rights as he would have had if the meeting had been held in accordance with the former Act and if the notice were a notice given under section 26 (2) of the former Act.

## 13 Notices served by public authority or local council before the appointed day

The reference in section 60 to a notice served on the [proprietor](#) of a lot by a public authority or [local council](#) includes a reference to a notice served, before the appointed day, by such an authority or [council](#) on the [proprietor](#) of a former lot which has become a derived lot.

## 14 Effect of former by-laws

(1) Subject to this [clause](#), the former [by-laws](#) relating to a former [strata scheme](#) shall, notwithstanding the repeal of the former Act, continue in force in respect of the corresponding scheme to which the provisions of this Act apply by reason of [clause 6](#) except to the extent of any inconsistency of the former [by-laws](#) with any provision of this Act except Schedule 1.

(2) Until the expiration of a period of three months after the appointed day the former [by-laws](#) relating to a former [strata scheme](#) may be added to, amended or repealed in the manner provided by the former Act, and any such addition, amendment or repeal shall, notwithstanding any other provision of this Act, have force and effect upon a notification thereof, in the form prescribed under the former Act, being recorded on the relevant strata plan [registered](#) under the former Act.

(3) Upon the expiration of a period of three months after the appointed day:

(a) any [by-laws](#) continued in force by subclause (1) or any [by-laws](#) so continued in force, as added to, amended or repealed in accordance with subclause (2), shall cease to have any force or effect, and

(b) the [by-laws](#) set forth in Schedule 1 and any [by-laws](#), made in accordance with subclause (4), amending, adding to or repealing:

(i) the [by-laws](#) set forth in Schedule 1, or

(ii) any [by-laws](#) made under that subclause,

shall, subject to subclause (5), be the [by-laws](#) in force in respect of the [strata scheme](#) concerned.

(4) During the period commencing two months after the appointed day and ending three months after that day a [body corporate](#) continued by the operation of [clause 4](#) may, in the manner provided by section 58, make [by-laws](#) amending, adding to or repealing the [by-laws](#) set forth in Schedule 1 or any [by-laws](#) made under this subclause.

(5) An amendment of, addition to or repeal of the [by-laws](#) in accordance with subclause (4) has no force or effect until:

(a) the expiration of the period of three months after the appointed day, or

(b) the Registrar-General has, pursuant to a notification in the prescribed form lodged in his office by the [body corporate](#) in accordance with section 58 (3), recorded the notification on the folio of the Register comprising the [common property](#),

whichever occurs the later.

(6) Nothing in this [clause](#) affects the operation, after the expiration of the period of three months after the appointed day, of section 58 in relation to a [body corporate](#) continued by the operation of [clause](#) 4.

#### 15 Maintenance of exclusive use etc of, and special privileges in respect of, [common property](#)

(1) Where immediately before the appointed day a [proprietor](#) of a former lot was entitled, whether pursuant to a resolution of the [body corporate](#) under the former Act or pursuant to a former by-law, to a right of exclusive use and enjoyment of, or special privileges in respect of, any of the former [common property](#), the [proprietor](#) for the time being of the derived lot that corresponds to that former lot may at any time after that day serve notice on that [body corporate](#), as continued by the operation of [clause](#) 4, requiring it to make a by-law, in terms specified in the notice, confirming that right or those special privileges and indicating the method by which the by-law may be amended, added to or repealed.

(2) Notwithstanding section 58, the [body corporate](#) may make a by-law referred to in subclause (1) otherwise than pursuant to a [special resolution](#) or a [unanimous resolution](#).

(3) Where the [body corporate](#) on which a requisition has been served under subclause (1):

(a) fails to make a by-law (being a by-law adding to the [by-laws](#) set forth in Schedule 1) in accordance with the requisition:

(i) if the requisition was served on the [body corporate](#) within two months after the appointed day--before the expiration of three months after the appointed day, or

(ii) if the requisition was served on the [body corporate](#) after the expiration of two months after the appointed day--within one month after the service of the requisition, or

(b) having made such a by-law and having been tendered the prescribed fee, does not cause the by-law to be recorded in accordance with section 58 (3) within a reasonable time,

the [proprietor](#) who made the requisition may make an application to the Commissioner for an order to be made by the Residential [Tribunal](#) under subclause (5).

(4) The provisions of Part 5 apply to an application made under subclause (3) in the same way as they apply to an application for an order made under that Part and required to be referred by the Commissioner to the Residential [Tribunal](#).

(5) Where, pursuant to an application by a [proprietor](#) under subclause (3), the Residential [Tribunal](#) is of the opinion that the applicant or a predecessor in title to the lot of which the applicant is [proprietor](#) was, immediately before the appointed day, entitled to a right or to special privileges of the nature referred to in subclause (1), the Residential [Tribunal](#) may, having regard to the interests of other persons having an estate or interest in lots the subject of the [strata scheme](#) concerned, the extent to which the right or special privileges referred to in the application has or have been exercised or apparent since the appointed day and the justice and merits of the case, order that the applicant is entitled to such rights or special privileges of that nature as may be specified in the order and in that order shall specify the method by which the by-law, giving effect, by virtue of subclause (7), to the terms of the order, may be amended, added to or repealed.

(6) The provisions of:

(a) section 130 (subsection (2) (b) and (c) excepted) apply to and in respect of an order under subclause (5) in the same way as they apply to an order under Division 4 of Part 5 (section 117 excepted), and

(b) section 141 (subsections (3) and (4) excepted) apply to the recording of an order under subclause (5) in the same way as they apply to the recording of an order referred to in that section.

(7) An order under subclause (5), when recorded under section 141, has effect, subject to any order with respect thereto made by a superior court, as if its terms were a by-law.

(8) Notwithstanding section 58, a by-law:

(a) made pursuant to a requisition under subclause (1), or

(b) giving effect, by virtue of subclause (7), to the terms of an order under subclause (5),

may be amended, added to or repealed in such manner as may be specified in that by-law.

(9) A by-law:

(a) made under subclause (1), or

(b) giving effect, by virtue of subclause (7), to the terms of an order under subclause (5),

being a by-law expressed to be for the benefit of a specified derived lot, shall while it remains in force enure as appurtenant to, and for the benefit of, that lot.

(10) Subject to subclause (8), a by-law:

(a) made under subclause (1), or

(b) giving effect, by virtue of subclause (7), to the terms of an order under subclause (5),

shall be deemed, for the purposes of this Act, to be a by-law referred to in section 58 (7).

**16 Recovery of contributions levied under former Act**

- (1) Any contribution levied under the former Act by a [body corporate](#) and unpaid at the appointed day may be recovered by the [body corporate](#), and as on and from the appointed day bears interest, as if it were a contribution levied under this Act.
- (2) Any determination made under the former Act by a [body corporate](#) specifying amounts to be raised by regular periodic contributions shall be deemed to be a determination made under section 68 (1) (j) of the kind referred to in section 68 (4).

**17 Modification of section 68 (1) (e) in relation to continued bodies corporate**

In relation to a [body corporate](#) continued by the operation of [clause](#) 4, section 68 (1) (e) shall be deemed to be amended by inserting after the matter "Division 5" the words ", as notified by clause 25 of Schedule 4".

**18 Inspection of former records etc**

- (1) A [body corporate](#) continued by the operation of [clause](#) 4 shall, for the purposes of the [strata scheme](#) concerned, cause to be retained, until the expiration of the prescribed period, any records, minutes of meetings, notices and books of account kept or received by it before the appointed day and in its custody or under its control on that day and upon application under section 70 (1) made in respect of a lot the subject of the [strata scheme](#) concerned shall make those records, minutes, notices and books available for inspection by the applicant or his agent at a time and place ascertained in accordance with section 70 (1) (b).
- (2) Section 70 (2) applies to the making of an inspection referred to in subclause (1) in the same way as it applies to the making of an inspection referred to in section 70 (1) (b).

**19 Administrative and [sinking funds](#) of continued bodies corporate**

- (1) Where a determination made under [section 15](#) (2) (b) of the former Act by a [body corporate](#) continued by the operation of [clause](#) 4 was in force immediately before the appointed day, that determination shall be deemed to be the determination required under section 68 (1) (j) to be made by that [body corporate](#).
- (2) Where a fund was, immediately before the appointed day, kept under [section 15](#) (2) (a) of the former Act by a [body corporate](#) continued by the operation of [clause](#) 4 that fund shall, on the appointed day, be deemed to be the fund required under section 68 (1) (l) to be established by that [body corporate](#).
- (3) In relation to a [body corporate](#) continued by the operation of [clause](#) 4 which had not, before the appointed day, made a determination under [section 15](#) (2) (b) of the former Act:
- (a) section 68 (1) (j) shall be deemed to be amended by omitting the words "seven days after the constitution of the body corporate" and by inserting instead the words "three months after the appointed day", and
- (b) section 68 (1) (l) shall be deemed to be amended by inserting after the matter "paragraph (j)" the words ", as deemed to be amended by clause 19 (3) (a) of Schedule 4".
- (4) In relation to a [body corporate](#) continued by the operation of [clause](#) 4 which had, before the appointed day, made a determination under [section 15](#) (2) (b) of the former Act but had not before that day established a fund under section 15 (2) (a) of the former Act, section 68 (1) (l) shall be deemed to be amended by omitting the words "upon determining the amounts referred to in paragraph (j)" and by inserting instead the words "upon receiving any amounts raised pursuant to a determination referred to in clause 19 (1) of Schedule 4".
- (5) In relation to a [body corporate](#) continued by the operation of [clause](#) 4:
- (a) section 68 (1) (k) shall be deemed to be amended by omitting the words "one month after the constitution of the council or one year after the constitution of the body corporate, whichever first happens" and by inserting instead the words "three months after the appointed day",
- (b) section 68 (1) (m) shall be deemed to be amended by inserting after the matter "paragraph (k)" the words ", as deemed to be amended by clause 19 (5) (a) of Schedule 4".
- (6) Until a [body corporate](#) continued by the operation of [clause](#) 4 establishes its [sinking fund](#):
- (a) it may disburse the moneys in its [administrative fund](#) for the purpose of meeting its liabilities referred to in section 68 (1) (j) or (k), and
- (b) section 68 (2) does not apply to that [body corporate](#).
- (7) Upon the establishment of its [sinking fund](#) a [body corporate](#) continued by the operation of [clause](#) 4 shall:
- (a) determine what part of its [administrative fund](#) should be allocated for the purpose of meeting its actual or expected liabilities referred to in section 68 (1) (k), and
- (b) notwithstanding section 68 (2), transfer the amount so determined to its [sinking fund](#).

**20 Modification of section 69 in relation to continued bodies corporate**

- (1) Where the [initial period](#) in relation to a [body corporate](#) continued by the operation of [clause](#) 4 has not expired, the [original proprietor](#) in relation to the [strata scheme](#) concerned may give to the [body corporate](#) a notice stating that he is the [original proprietor](#) and specifying his name in full and the address for the service of notices on him.
- (2) In relation to a [body corporate](#) continued by the operation of [clause](#) 4, section 69 (3) (b) shall be deemed to be omitted and the following paragraph inserted instead:
- (b) the name of, and address for the service of notices on, the [original proprietor](#), as shown in any notice given to the [body corporate](#) under [clause](#) 20 (1) of Schedule 4.
- (3) Where:

(a) a [body corporate](#) believes that a person may, under subclause (1), give a notice to it, and

(b) the [body corporate](#) has not received that notice,

the [body corporate](#) may serve a notice on that person specifying the capacity in which it believes he is entitled to give the notice and requiring him:

(c) to state, within fourteen days, whether or not he is a person entitled to give a notice in that capacity, and

(d) if he is such a person, to furnish that notice.

(4) Where a [body corporate](#) has served a notice under subclause (3) on a person who it believes to be a person entitled to give a notice to the [body corporate](#) under subclause (1) and that person has not complied with the firstmentioned notice, that person is not entitled to cast a vote at any meeting of the [body corporate](#) until he has complied with the firstmentioned notice.

(5) A notice given under [section 26](#) (2) of the former Act before the appointed day by a [mortgagee](#) to a [body corporate](#) shall, for the purpose of the making by the [body corporate](#) of a recording under section 69 (3) (c) of the name of the [mortgagee](#) of the lot specified in the notice, be deemed to be a notice given to that [body corporate](#) under section 81 (3) and for the purpose of completing the recording in the [strata roll](#) required by section 69 (3) (c):

(a) the address, if any, specified in the notice as the address of the [mortgagee](#) shall be deemed to be the address for the service of notices on the [mortgagee](#) shown in a notice given to the [body corporate](#) under section 81 (3), and

(b) any other [mortgage](#) notice which was given under [section 26](#) (2) of the former Act before the notice firstmentioned in this [clause](#) was received by the [body corporate](#) shall, subject to any notice given to the [body corporate](#) under section 81 (3), be deemed to be a [mortgage](#) specified in that firstmentioned notice as having priority over the [mortgage](#) specified in that firstmentioned notice.

(6) Any notice given before the appointed day by a mortgagor of a former lot to a [body corporate](#), being a notice of the discharge of a [mortgage](#) notice of which had been given to the [body corporate](#) under [section 26](#) (2) of the former Act, shall, for the purpose of the making under section 69 (3) (d) by the [body corporate](#) of a recording of the discharge of that [mortgage](#), be deemed to be a notice given to that [body corporate](#) under section 81 (4).

## 21 Modification of section 70 (1) (c) in relation to continued bodies corporate

For the purposes of section 70 (1) (c), any contribution levied under the former Act by a [body corporate](#) and unpaid before the appointed day shall:

(a) if levied pursuant to a determination specifying amounts to be raised by regular periodic contributions, be deemed to be a contribution determined under section 68 (1) (j), or

(b) except as provided in paragraph (a), be deemed to be a contribution determined under section 68 (1) (k).

## 22 Continuation of [councils](#) of former bodies corporate

(1) The [council](#) constituted under the former Act of a [body corporate](#) continued by the operation of [clause](#) 4 shall, subject to this Act, be, on and from the appointed day, the [council](#) of that [body corporate](#).

(2) A person who is a member of a [council](#) of a [body corporate](#) referred to in subclause (1) shall, for the purposes of section 72 (1), be deemed to have been elected as a member of that [council](#) if he was elected as a member of the [council](#) of the [body corporate](#) constituted under the former Act.

(3) Section 73 (1) shall, in relation to a [council](#) referred to in subclause (1), be deemed to be amended by omitting therefrom the words "they assume office as such members" and by inserting instead the words "the appointed day".

## 24 Operation of section 81 in relation to former [strata schemes](#)

Section 81 extends to authorising the giving by any person to a [body corporate](#) continued by the operation of [clause](#) 4 of a notice after the occurrence of any event specified in that section notwithstanding that that event occurred before the appointed day.

## 25 Modification of Part 4, Division 5

(1) Section 83 does not apply to or in respect of a [body corporate](#) continued by the operation of [clause](#) 4, which has in force on the appointed day a policy of insurance expiring not later than one year after the appointed day and effected by it in accordance with [section 15](#) (1) (a) of the former Act, until the expiry of that policy.

(2) Section 84 (1) (a) does not apply to or in respect of a [body corporate](#) continued by the operation of [clause](#) 4, which has in force on the appointed day a policy of insurance expiring not later than one year after the appointed day and effected by it in accordance with [section 15](#) (1) (b) of the former Act, until the expiry of that policy.

(3) Sections 85 (2) and 88 apply to and in respect of a policy of insurance entered into in accordance with the former Act before the appointed day between a [body corporate](#) continued by the operation of [clause](#) 4 and an insurer in the same way as those sections apply to and in respect of a contract of insurance entered into between a [body corporate](#) and an insurer pursuant to Division 5 of Part 4.

(4) Notwithstanding the repeal of the former Act, section 17 of the former Act continues to apply to and in respect of a policy of insurance referred to in that section entered into before the appointed day until the expiry of that policy as if this Act had not been enacted.

## 26 Effect of section 90 in relation to former [parcels](#)

(1) A valuation of a former [parcel](#) made by a valuing authority within the meaning of [section 21](#) of the former Act in accordance with section 21 (2) (a) of the former Act and in force immediately before the appointed day shall, for the purposes of this Act, be deemed to be a valuation made in accordance with section 90 (1) by that valuing authority.

(2) In relation to a [parcel](#) to which the provisions of this Act apply by reason of [clause](#) 6 and which corresponds to a former [parcel](#) a valuation of which had not, at the appointed day, been made in accordance with section 21 (2) (a) of the former Act, section 90 (2) shall be deemed to be amended by omitting therefrom the words "the registration of a strata plan" and by inserting instead the words "the appointed day".

## 27 Evidentiary effect under section 91 of particulars furnished under section 21 (3) of former Act

Except where the Registrar-General furnishes particulars under [section 49](#) (3) of the [unit entitlements](#) of the lots the subject of a [strata scheme](#) to which the provisions of this Act apply by reason of [clause 6](#), the particulars of the [unit entitlements](#) of any former lots shown on a certified copy of the strata plan referred to in section 21 (3) of the former Act or on any amendment of that plan and furnished to any authority referred to in section 21 (3) of the former Act shall for the purposes of section 91 be deemed to be particulars furnished to that authority under [section 49](#) (3) of the [unit entitlements](#) of the derived lots that correspond to those former lots.

### 28 Modification of section 92 (2) (c) in relation to valuations of certain lots

In relation to a lot comprised in a [parcel](#) referred to in [clause 26](#) (2), [section 92](#) (2) (c) shall be deemed to be amended by inserting after the figures "90" the words ", as deemed to be amended by clause 26 (2) of Schedule 4".

### 29 Modification of section 119 in relation to lots in former [strata schemes](#)

In relation to a [strata scheme](#) to which the provisions of this Act apply by reason of [clause 6](#), section 119 shall be deemed to be amended by omitting the words "the strata plan was registered or at the time any strata plan of subdivision was registered, as the case may be" and by inserting instead the words "the strata plan, or strata plan of resubdivision, within the meaning of the former Act, as the case may be, was registered under the former Act".

### 30 Destruction of or damage to [building](#) under former Act

- (1) Any proceedings under [section 19](#) (1) of the former Act which were pending before the [Supreme Court](#) immediately before the appointed day may be continued and completed as if they were proceedings under section 51.
- (2) Any declaration made under [section 19](#) (1) (b) of the former Act before the appointed day shall, notwithstanding the repeal of the former Act, continue to operate and shall have the same force and effect as if this Act had not been enacted.
- (3) Any proceedings for an order referred to in [section 19](#) (3) of the former Act which were pending before the [Supreme Court](#) immediately before the appointed day may be continued and completed as if they were proceedings under section 50.
- (4) Any order made under [section 19](#) (3) of the former Act before the appointed day shall, notwithstanding the repeal of the former Act, continue to operate and shall, subject to subclause (5), have the same force and effect as if this Act had not been enacted.
- (5) An order referred to in [section 19](#) (3) of the former Act may be varied in the same way as if it were an order made under section 50 (4).
- (6) Notwithstanding the repeal of the former Act, section 11 of the former Act and the [regulations](#) made under that section continue to apply to and in respect of a [building](#) which was destroyed under the former Act and the [parcel](#) on which that [building](#) was situated.

### 31 Administrators under former Act

- (1) A person who, immediately before the appointed day, held office as an administrator under [section 23](#) of the former Act shall, notwithstanding the repeal of the former Act, continue to have the powers and duties he had, as the holder of that office, immediately before the appointed day.
- (2) The provisions of [section 23](#) of the former Act continue to apply to and in respect of a person holding office as referred to in subclause (1) notwithstanding the repeal of the former Act.
- (3) Where immediately before the appointed day an application under [section 23](#) (1) of the former Act was pending, the [Supreme Court](#) shall remit the application to such Board as it thinks fit on such terms and conditions (including terms and conditions relating to the payment of the costs of the application up to the date of the remittal) as it thinks fit and any application so remitted shall be deemed to be an application capable of being made under section 127.

### 32 Recovery of rates paid by [body corporate](#)

A [body corporate](#) may recover any amount referred to in [section 16](#) (2) of the former Act paid by it, whether before or after the appointed day, as if section 16 (3) of the former Act had not been repealed by this Act.

### 33 Keeping of animals

Where at the expiration of a period of three months after the appointed day:

- (a) the [by-laws](#) in force in respect of a scheme to which the provisions of this Act apply by reason of [clause 6](#) prohibit the [proprietor](#) or [occupier](#) of a lot from keeping any animal upon his lot or the [common property](#), without the approval in writing of the [body corporate](#), and
- (b) the [proprietor](#) or [occupier](#) of any lot the subject of that scheme was keeping an animal on that lot or the [common property](#) and had not before the expiration of that period been given a notice by the [council](#) requiring him not so to keep that animal,

the [body corporate](#) shall be deemed to have given its approval under the [by-laws](#) referred to in paragraph (a) to the keeping of that animal on that lot or the [common property](#), as the case may be.

### 34 Regulations--transitional

- (1) The Governor may, for the purposes of bringing lots, [common property](#), bodies corporate and [councils](#), within the meaning of the former Act, under the provisions of this Act and applying the provisions of this Act, with or without modifications, additions or exclusions to or in respect of any such lots, [common property](#), bodies corporate or [councils](#), and for any purposes incidental thereto, make [regulations](#) containing such transitional, consequential or savings provisions as to the Governor may appear to be necessary or expedient.
- (2) A regulation made under this [clause](#) may make provisions which differ in their application according to such factors as may be specified in the regulation.
- (3) [Section 39](#) (1) (b) of the [Interpretation Act 1987](#) does not apply to a regulation made under this [clause](#).
- (4) Regulations made under this [clause](#) before the appointed day shall take effect on the appointed day or on some later day specified in the [regulations](#).

(5) Regulations made under this [clause](#) after the appointed day shall take effect on the day of publication or on some other day specified in the [regulations](#), being a day before or after the day of publication, but not earlier than the appointed day.

(6) The *Acts Reprinting Act 1972* does not apply to or in respect of any modifications, additions or exclusions referred to in subclause (1).

## Part 2 - Provisions relating to the Strata Titles (Part Strata) Amendment Act 1992

### 1 Definition

In this Part,  
"amending Act" means the *Strata Titles (Part Strata) Amendment Act 1992*.

### 2 Exemption from insurance

An order that exempted a [body corporate](#) from any requirement of section 83 immediately before the substitution of that section by the amending Act is, on that substitution:

- (a) taken to have been made under that section, as so substituted, and
- (b) taken to exempt the [body corporate](#) from the corresponding requirement of that section, as so substituted.

### 3 Orders under Part 5

- (1) An order that was in force under Part 5 immediately before the commencement of any amendment of that Part made by the amending Act is, on the commencement of the amendment, taken to have been made under that Part, as so amended.
- (2) An application for an order under Part 5 that was pending immediately before the commencement of any such amendment is, on the commencement of the amendment, taken to have been made under that Part, as so amended.

## Part 3 - Transitional provisions relating to the Strata Titles (Staged Development) Amendment Act 1993

### 1 Regulations

- (1) The [regulations](#) may contain provisions of a savings or transitional nature consequent on the enactment of the *Strata Titles (Staged Development) Amendment Act 1993*.
- (2) Such a provision may, if the [regulations](#) so provide, take effect on the date of assent to that Act or on a later date.
- (3) To the extent to which such a provision takes effect on a date that is earlier than the date of its publication in the Gazette, the provision does not operate so as:
  - (a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of that publication, or
  - (b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done before the date of that publication.

### 2 Transitional arrangements for certain [development schemes](#)

- (1) The amendments made to this Act by the *Strata Titles (Staged Development) Amendment Act 1993* do not apply to a [development scheme](#) provided for, and represented by, a [development](#) statement:
  - (a) that was certified under [section 28A](#) (4) before 1 January 1995, or
  - (b) that, not needing to be so certified, was duly lodged for registration before 1 January 1995.
- (2) The amendments made to the [Land and Environment Court Act 1979](#) by the *Strata Titles (Staged Development) Amendment Act 1993* do not apply to any proceedings:
  - (a) that are commenced after 1 January 1995 in the Land and Environment Court, and
  - (b) that relate to any such [development scheme](#) or [development](#) statement.

### 3 Proceedings pending in Land and Environment Court

The amendments made to the [Land and Environment Court Act 1979](#) by the *Strata Titles (Staged Development) Amendment Act 1993* do not apply to any proceedings that are pending at 1 January 1995 in the Land and Environment Court under:

- this Act,
- the *Strata Titles (Leasehold) Act 1986*, or
- the [Community Land Management Act 1989](#).

## Part 4 - Transitional provisions relating to the Strata Schemes Legislation Amendment (Strata Approvals) Act 1999

### 1 Regulations

- (1) The [regulations](#) may contain provisions of a savings or transitional nature consequent on the enactment of the *Strata Schemes Legislation Amendment (Strata Approvals) Act 1999*.
- (2) Any such provision may, if the [regulations](#) so provide, take effect from the date of assent to the Act concerned or a later date.

(3) To the extent to which any such provision takes effect from a date that is earlier than the date of its publication in the Gazette, the provision does not operate so as:

(a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of its publication, or

(b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done or omitted to be done before the date of its publication.

## 2 Application to existing [developments](#)

(1) The amendments made to this Act by the *Strata Schemes Legislation Amendment (Strata Approvals) Act 1999* do not apply to any proposed strata plan, strata plan of subdivision or notice of conversion in respect of which an application for [development consent](#) was lodged before the commencement of this [clause](#).

(2) For the purposes of satisfying [section 37](#) (1) (a) (i), as amended by the *Strata Schemes Legislation Amendment (Strata Approvals) Act 1999*, it is sufficient if the provisions of that subparagraph as in force immediately before that amendment are satisfied in respect of a [building](#).

## 3 References to approvals under section 37

A reference in any Act (other than in this [clause](#)) or in any instrument made under any Act or in any instrument of any kind to:

(a) an approval under [section 37](#), or

(b) a certificate of approval under [section 37](#),

is to be read as a reference to a [strata certificate](#) issued under [section 37](#) or [37A](#).

## Part 5 - Transitional provisions relating to the Strata Schemes Legislation Amendment Act 2001

### 1 Definition

In this Part:

"**amending Act**" means the [Strata Schemes Legislation Amendment Act 2001](#).

### 2 Regulations

(1) The [regulations](#) may contain provisions of a savings or transitional nature consequent on the enactment of the amending Act, but only in relation to amendments made to this Act.

(2) Any such provision may, if the [regulations](#) so provide, take effect from the date of assent to the amending Act or a later date.

(3) To the extent to which any such provision takes effect from a date that is earlier than the date of its publication in the Gazette, the provision does not operate so as:

(a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of its publication, or

(b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done or omitted to be done before the date of its publication.

### 3 Surveyors certificates

A certificate duly given by a [registered](#) surveyor under [section 8](#) (2) (c), [8A](#) (3) (b) or [9](#) (3) (c) before the amendment of Schedule 1A by the amending Act is taken to have been duly given under that provision despite that amendment.

### 4 Transitional arrangements for certain staged [development](#)

The amendments made to this Act by the amending Act do not apply to a [strata development contract](#) or strata management statement [registered](#) before the commencement of this [clause](#).

### 5 Transfer or lease of [common property](#) and creation of variation of easements, restrictions and [positive covenants](#)

A transfer or other dealing pursuant to a [unanimous resolution](#) passed before the commencement of an amendment made by the amending Act to section 19, 25, 26, 27 or 28 is authorised to be carried out after the commencement as if that section had not been amended.

## Part 6 - Transitional provisions relating to the Environmental Planning Legislation Amendment Act 2006

### 1 [Strata certificates](#)

Division 4 of Part 2, as amended by the [Environmental Planning Legislation Amendment Act 2006](#), does not apply to or in respect of an application for a [strata certificate](#) made, but not determined, before the commencement of Schedule 3.3 to that Act and that Division, as in force immediately before that commencement, continues to apply to and in respect of any such application.

BABON 10.7:166980

Property Conveyancing Specialists  
PO Box 3035  
BLAKEHURST NSW 2221

## PLANNING CERTIFICATE

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

**Certificate No:** 20261520  
27 February 2026

**Land which Certificate is issued for:**

**Lot 9 SP 1743**

**9 / 29 Dennis Street, LAKEMBA NSW 2195**

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

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

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



**CAMILLE LATTOUF  
MANAGER CITY STRATEGY AND DESIGN**

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)  
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

**1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

**1.1 Relevant Planning Instruments**

Canterbury Bankstown Local Environmental Plan 2023

**1.2 Relevant Development Control Plans**

Canterbury Bankstown Development Control Plan 2023

**1.3 State Environmental Planning Policies**

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

State Environmental Planning Policies:

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2: Vegetation in non-rural areas

Chapter 3: Koala habitat protection 2020

Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

Chapter 4: Concurrences and consents

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

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

State Environmental Planning Policy (Precincts - Regional) 2021

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2: Mining, petroleum production and extractive industries

Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2: Infrastructure

Chapter 3: Educational establishments and child care facilities

Chapter 4: Major infrastructure corridors

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

Draft SEPPs: None applicable

Planning proposals: Not applicable.

## 2 **Zoning and Land Use Under Relevant Planning Instruments**

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

### 2.1 **Land Use Zone**

#### **Canterbury Bankstown Local Environmental Plan 2023**

Date effective from

**23 June 2023**

Land Use Zone

#### **ZONE R4 HIGH DENSITY RESIDENTIAL**

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

Home occupations

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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Dwelling houses; Early education and care facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home businesses; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing

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

Any development not specified in item 1 or 2

### 2.2 **Additional Permitted Uses**

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

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

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

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

### 2.4 **Area of Outstanding Biodiversity Value**

Not applicable

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

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

## 3 **Contribution Plans**

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

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

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

Housing and Productivity Contribution

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

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

**4 Complying Development**

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

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

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

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

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

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

#### **5 Exempt Development**

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code

Yes

Advertising and Signage Exempt Development Code

Yes

Temporary Uses and Structures Exempt Development Code

Yes

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

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

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

Not applicable

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

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

#### **8 Road Widening and Road Realignment**

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

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

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

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

**9 Flooding**

The land, or part of the land, is **not** within the flood planning area (FPA) or probable maximum flood (PMF). The land, or part of the land, is **not** subject to flood related development controls.

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

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

Land Slip

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

Tidal Inundation

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

Subsidence

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

Acid Sulfate Soils

The land is not affected by a policy restriction relating to acid sulfate soils.

Contamination

Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at [www.cbc.city.nsw.gov.au](http://www.cbc.city.nsw.gov.au).

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

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

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

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

Any Other Risk (including Aircraft Noise)

Not applicable

**11 Bush Fire Prone Land**

Not applicable

**12 Loose-Fill Asbestos Ceiling Insulation**

Not applicable

- 13 Mine Subsidence**  
The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.
- 14 Paper Subdivision Information**  
Not applicable
- 15 Property Vegetation Plans**  
Not applicable
- 16 Biodiversity Stewardship Sites**  
Not applicable
- 17 Biodiversity Certified Land**  
Not applicable
- 18 Orders Under Trees (Disputes Between Neighbours) Act 2006**  
Not applicable
- 19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works**  
Not applicable
- 20 Western Sydney Aerotropolis**  
Not applicable
- 21 Development Consent Conditions for Seniors Housing**  
Not applicable
- 22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing**  
Not applicable
- 23 Water or sewerage services**  
Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.
- Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.*
- 24 Special entertainment precincts**  
The land or part of the land is not in a special entertainment precinct within the meaning of the [Local Government Act 1993, section 202B](#).
- 25 Interim development in future infrastructure corridors**  
Section 4.7A of the [State Environmental Planning Policy \(Transport and Infrastructure\) 2021](#) and/or a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section, does not apply to the land.

# Sewer Service Diagram

Application Number: 8005056429

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD H8.73.  
**SEWERAGE SERVICE DIAGRAM**  
 Municipality of *Canterbury* No. *703213*

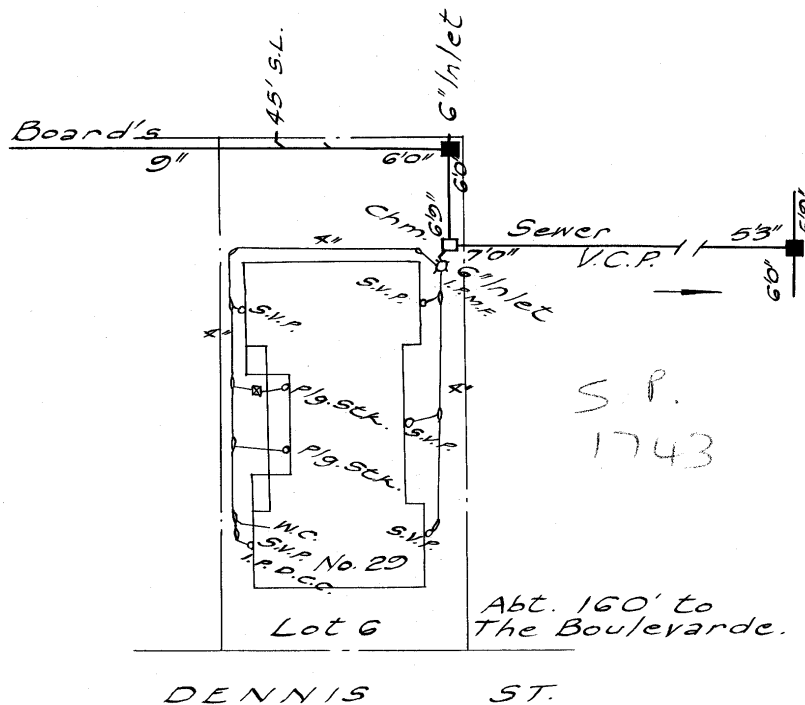
SYMBOLS AND ABBREVIATIONS							
<input type="checkbox"/>	Boundary Trap	<input checked="" type="checkbox"/>	R.V. Reflex Valve	I.P.	Induct Pipe	Bas.	Basin
<input type="checkbox"/>	Pit	<input type="checkbox"/>	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
<input type="checkbox"/>	G.I. Grease Interceptor	<input type="checkbox"/>	VERT. Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
<input type="checkbox"/>	Gully	<input type="checkbox"/>	V.P. Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
<input type="checkbox"/>	P.T. P. Trap	<input type="checkbox"/>	S.V.P. Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
<input type="checkbox"/>	R.S. Reflex Sink	<input type="checkbox"/>	D.C.C. Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

SCALE: 40 FEET TO AN INCH.

**SEWER AVAILABLE**

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

*50/261257 BAS. SATISFACTORY*



RATE No. \_\_\_\_\_ W.C.s \_\_\_\_\_ U.C.s \_\_\_\_\_ 19 \_\_\_\_\_

SHEET No. *1471* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

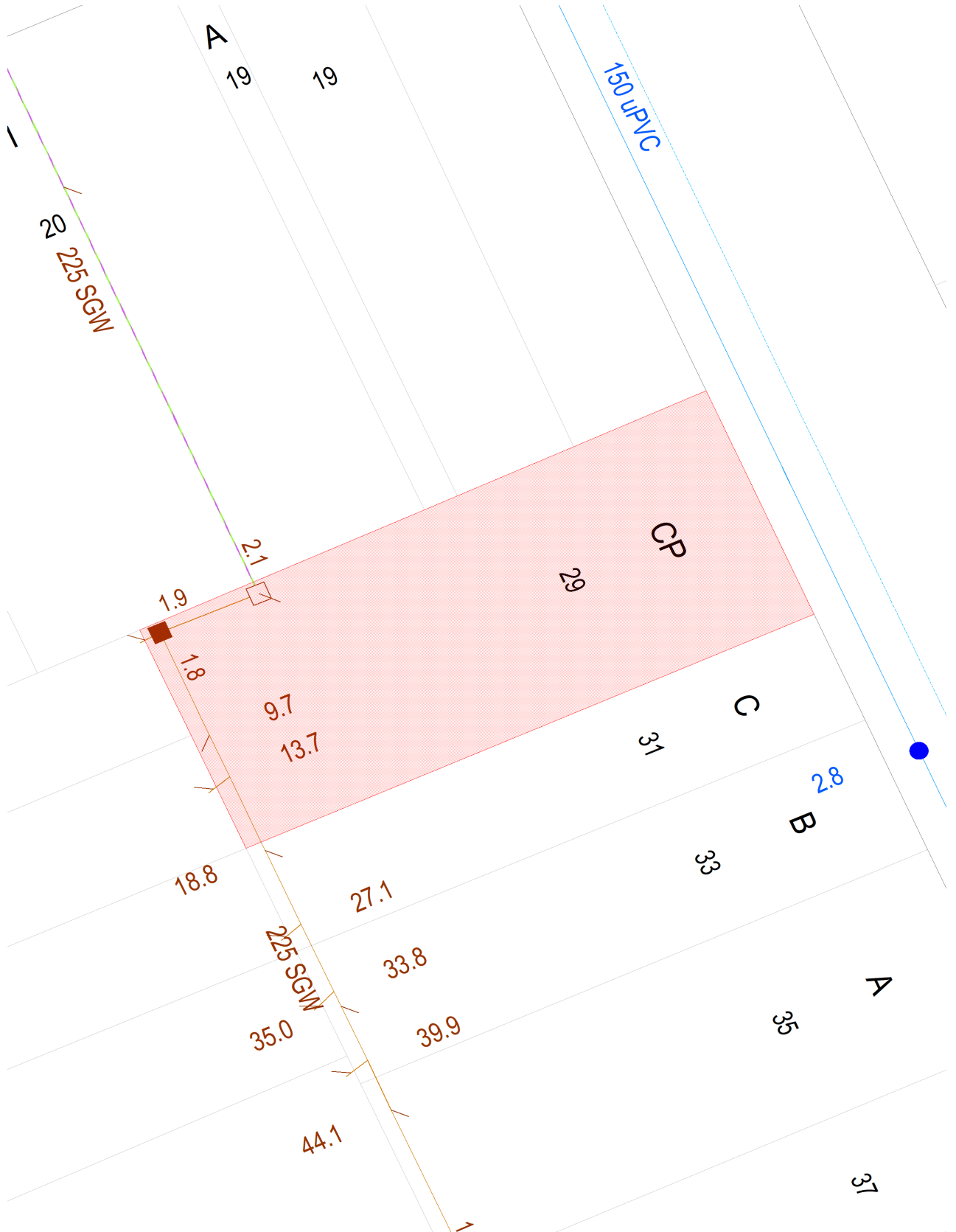
DRAINAGE		PLUMBING	
Supervised by	Date	Supervised by	Date
Inspector	/ /	Inspector	/ /
Examined by	Date	Branch Office	Date
Chief Inspector	/ /	Outfall	HL LL
Tracing Checked	Date	Drainer	
/ /	/ /	Plumber	
		Boundary Trap	is/ <del>is</del> required

606-660  
773 697

**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: 8005056440



Document generated at 27-02-2026 05:21:04 PM

**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

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# Standard Form Residential Tenancy Agreement



## Important information

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

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

THIS AGREEMENT is made on 1st August 2024 at Sans Souci, NSW 2219

## BETWEEN

**Landlord** [Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides.]

**Name(s):** Rusco Bavon

**Address (Residential or Business):**

**Phone:** \_\_\_\_\_ **Email:** rusdivine@yahoo.com

**Note.** These details must be provided for landlord(s), whether or not there is a landlord's agent.  
[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

**Note.** These details must be provided for landlord(s) if there is no landlord's agent.

Does the landlord reside interstate/overseas at the time of entering the agreement: \_\_\_\_\_ No

If the landlord does not reside in NSW, please enter the State, Territory, or Country (if not Australia) in the Landlord(s) Address above  
(Further information on your rights when contracting with an interstate landlord can be obtained by contacting NSW Fair Trading)

**Tenant** [Insert name of tenant(s) and contact details]

**Name(s):** Abdul Kader Masum Billah

**Address for service of notices:**

**Phone:** 0424 917 790

**Email:** masum6215@gmail.com

**Landlord's agent details** [Insert name of landlord's agent (if any) and contact details]

**Name:** Power Property Group

**Address:** 302 The Grand Parade

**Phone:** 0434 016 127

**Fax:** \_\_\_\_\_

Sans Souci

2219

**Email:** peter@powerpropertygroup.com.au

**Tenant's agent details** [Insert name of tenant's agent (if any) and contact details]

**Name:** Not at this point

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Term of agreement

The term of this agreement is: [ ] 6 months [ ] 12 months [ ] 2 Years [ ] 3 Years  
[ ] 4 Years [ ] 5 Years [ ] Periodic (no end date)

[  ] Other (please specify): 52 weeks

starting on 26 September 2024 and ending on 24 September 2025 (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]

9/29 Dennis Street, Lakemba, NSW 2195

The residential premises include: [Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

Unfurnished 2 bedroom unit with single carspace

## Rent

The rent is \$ 580.00 per Week payable in advance starting on 26 September 2024

The method by which the rent must be paid:

(a) to \_\_\_\_\_ at \_\_\_\_\_

by cash or Electronic Funds Transfer (EFT), or

**Rent (Continued)**

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

BSB number: 062-283 Account name: Power Property Group Rent

Account number: 10288186 Payment reference: 100321

, or

(c) As follows: Commonwealth Bank/Online Transfer into the above account

**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 \$ 1,560.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

[ ] the landlord or another person, or [ ] the landlord's agent, or

[  ] NSW Fair Trading through Rental Bonds Online.

**IMPORTANT INFORMATION****Maximum number of occupants**

No more than 2 adults +2 kids persons may ordinarily live in the premises at any one time.

**Urgent repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs: HTL Air Con & Electrical - Huey

Telephone: 0475 558 886

Plumbing repairs: Plumbing & Co - Val

Telephone: 0413 910 002

Other repairs: Clockwork Locksmiths - Zac

Telephone: 0409 101 787

**Water usage**

Will the tenant be required to pay separately for water usage? No If yes, see clauses 12 and 13.

**Utilities**

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

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

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

**Smoke Alarms**

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

[ ] Hardwired smoke alarm [  ] Battery operated smoke alarm

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

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

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

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

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

**Strata by-laws**

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

If yes, see clauses 38 and 39.

**Giving notices and other documents electronically [optional] (Cross out if not applicable)**

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

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

**Landlord**

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

If yes, see clause 50. [Specify email address to be used for the purpose of serving notices and documents.]

rusdivine@yahoo.com

**Tenant**

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

If yes, see clause 50. [Specify email address to be used for the purpose of serving notices and documents.]

masum6215@gmail.com

**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.

## RIGHT TO OCCUPY THE PREMISES

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

## COPY OF AGREEMENT

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

## RENT

### 3. The tenant agrees:

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

### 4. The landlord agrees:

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

**Note.** The landlord and 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 NSW Civil and Administrative Tribunal (NCAT).

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

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

### 11. The tenant agrees to pay:

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

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

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

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

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

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and

- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
13. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

#### POSSESSION OF THE PREMISES

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

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

#### TENANT'S RIGHT TO QUIET ENJOYMENT

##### 15. **The landlord agrees:**

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

#### USE OF THE PREMISES BY TENANT

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

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

##### 17. **The tenant agrees:**

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
18. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 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 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 NSW Civil and Administrative Tribunal (NCAT) 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 carry out those alterations unless the landlord gives consent, and
  - 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
  - 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
  - 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
  - 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair
31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

#### LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

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

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

35. **The landlord and 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, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

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

[Tick here [  ] and cross out clause 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 2016.~~
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 Management Act 2016, 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

[Tick here [  ] and cross out clause if no rental bond is payable]

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

#### SMOKE ALARMS

##### 42. **The landlord agrees to:**

- 42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

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

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

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

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

##### 43. **The tenant agrees:**

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

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

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

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

#### SWIMMING POOLS

[Tick here [  ] and cross out 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.~~

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.~~

~~This clause does not apply to a residential tenancy agreement entered into before 29 April 2016.~~

#### 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 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

[Tick here [ ✓ ] and cross out clause if not applicable]

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

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.

#### ADDITIONAL TERM – SPECIAL CONDITIONS FOR FLATS AND BY-LAWS

56. **The tenant agrees** to comply with the by-laws and or management statements that apply to the premises.
- 56.1 Premises to which the *Strata Schemes Management Act 2015*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 2021* does not apply, such as flats, the tenant agrees to observe and comply with the special conditions that have been adopted where relevant from *the Model By-Laws contained in the Strata Schemes Management Regulation 2016*, Schedule 2 and 3 and are set out in Schedule 1 and 2 of this agreement. For the words written therein "owner or occupier" insert instead the words "the tenant", for "owners' corporation", insert instead "landlord", for "lot" insert instead "premises or flat", "the Act" insert instead the words "*Strata Schemes Management Act 2015*" and for "strata scheme" insert instead "the block".

#### ADDITIONAL TERM - HEALTH ISSUES

57. **The tenant agrees to:**

- 57.1 control mould, mildew and dampness by adopting a regular cleaning routine, ensure adequate ventilation, operate exhaust fans where fitted and lifestyle practices that reduce the accumulation of condensation, and  
57.2 keep the premises clear of any pests and vermin, and  
57.3 advise the landlord/landlord's agent promptly of any signs of dampness, pests or vermin.

#### ADDITIONAL TERM - NO SET OFF

58. The tenant shall not deduct any money from rent or cease to pay rent as a set off against any rental bond without the approval of the landlord or the landlord's agent.

#### ADDITIONAL TERM - PROCEDURE ON TERMINATION

59. **The tenant shall** upon termination of this agreement:

- 59.1 vacate the premises peaceably and return all keys and or opening devices. If the tenant fails to do so, the tenant shall be liable to pay an occupation fee (equivalent to the rent payable) until the keys and/or opening devices are returned to the landlord or the landlord's agent and or compensate the landlord for changing the locks or other opening devices to reasonably secure the premises. The landlord may seek an order from the Civil and Administrative Tribunal to recover the occupation fee and/or compensation from the tenant, and  
59.2 provide a forwarding address to the landlord.

#### ADDITIONAL TERM - COMMUNICATION AND MEDIA FACILITIES

60. The Landlord makes no warranty as to the availability or adequacy of any line or service for the telephone or internet; and digital, cable or analogue television and the tenant leases the property relying on his or her own enquiries.

#### ADDITIONAL TERM – CARE OF SWIMMING POOL

61. If there is a swimming pool located on the premises, the tenant must:
- 61.1 keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;  
61.2 regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;  
61.3 regularly clean the pool filters and empty out the leaf baskets;  
61.4 maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;  
61.5 maintain the water level above the filter inlet at all times;  
61.6 promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;  
61.7 ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;  
61.8 not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and  
61.9 take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.

#### ADDITIONAL TERM - NON-URGENT REPAIRS

62. The tenant hereby agrees that any non-urgent repairs will be carried out between 9 am – 5 pm Monday to Friday.

#### ADDITIONAL TERM - SMOKING

63. The tenant hereby agrees that no smoking is allowed inside the residential premises. If the tenant smokes outside the premises, cigarette butts will not be thrown on the ground. **The tenant will** be charged to wash down all surfaces, floors, and window furnishings upon vacating if the tenant or occupants smoke inside the property. If this property is located in a strata complex, the tenant should observe the Strata By-Laws in respect to smoking on balconies

#### ADDITIONAL TERM - DISHONORED PAYMENTS

64. The Tenant agrees that if payment is tendered and subsequently dishonored by the financial institution, then a \$30 dishonor fee will be

charged to the tenant. The tenant agrees to pay this dishonor fee within 7 working days.

#### ADDITIONAL TERM - GROUND AND GARDENS

65. The tenant agrees to maintain the grounds and gardens including trimming of any shrubs or bushes that grow during the tenancy at the property.

#### ADDITIONAL TERM - ASBESTOS

66.1 The landlord states that this property may contain Asbestos. Asbestos building materials were very common in the Australian Residential Building Industry between the 1940's – 1980's. Current scientific and medical evidence supports the fact that simply living or working in a building that contains asbestos is not dangerous so long as the asbestos is in good condition. Good condition means undamaged and undisturbed. As a general rule if the property was built before the mid 1980's is highly likely that it would have materials containing asbestos. Between 1980's and 1990's it is likely that it would have material containing asbestos. After 1990's, it is highly unlikely it would have materials containing asbestos.

66.2 The tenant hereby agrees that they will notify the landlord if any surface and or material at the property, that is believed may contain asbestos, is damaged or disturbed. This notification will be made in writing and communicated to the landlord, via the landlords agent.

#### ADDITIONAL TERM – INSURANCE

67. The tenant is advised that the landlord is not responsible to insure the tenant's own possessions (contents and personal effects).

#### ADDITIONAL TERM – TENANCY DATABASES

68. The tenant may be listed on a tenancy database(s) if the tenant vacates owing funds in excess of the bond and/or an order is obtained from the NSW Civil and Administrative Tribunal(NCAT).

#### ADDITIONAL TERM – CONSENT TO PUBLISH PHOTOGRAPHS OF RESIDENTIAL PREMISES

69.1 The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.

69.2 The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

#### 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). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

##### 3. Ending a fixed term agreement

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

##### 4. Ending a periodic agreement

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

##### 5. Other grounds for ending agreement

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

##### 6. Warning

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

**SCHEDULE 2 MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES (CLAUSE 35)**

**1. Noise**

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

**2. Vehicles**

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

**3. Obstruction of common property**

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

**4. Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

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

**5. Damage to common property**

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

**6. Behaviour of owners and occupiers**

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

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

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

**8. Behaviour of invitees**

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

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

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

**10. Drying of laundry items**

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

**11. Cleaning windows and doors**

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

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

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

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

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

**14. Floor coverings**

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

**15. Garbage disposal**

An owner or occupier of a lot:

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

**16. Keeping of animals**

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

**17. Appearance of lot**

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

**18. Notice board**

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

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

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

## SCHEDULE 3 MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES (CLAUSE 37)

### 1. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor 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.

### 2. Obstruction of common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

### 3. Damage to lawns and plants on common property

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

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

### 4. Obstruction of common property

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

### 5. Keeping of animals

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

#### Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (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 of a lot keeps an animal on the lot, the owner or occupier must:
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the 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.

### 6. Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere

with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

### 7. Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - (a) 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, and
  - (b) without limiting paragraph (a), that invitees comply with clause (1).

### 8. Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

### 9. Smoke penetration

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

#### Option A

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

#### Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
  - (a) in an area designated as a smoking area by the owners corporation, or
  - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### 10. Preservation of fire safety

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

### 11. Storage of inflammable liquids and other substances and materials

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

### 12. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

### 13. Cleaning windows and doors

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

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

#### 14. Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law **washing** includes any clothing, towel, bedding or other article of a similar type.

#### 15. Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot 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).
- (3) An owner or occupier must:
- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions 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 local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law **bin** includes any receptacle for waste. **waste** includes garbage and recyclable material.

#### 16. Disposal of waste—bins for individual lots [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot 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).
- (3) An owner or occupier must:
- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions 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 local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law **bin** includes any receptacle for waste. **waste** includes garbage and recyclable material.

#### 17. Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:

- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

#### 18. Compliance with planning and other requirements

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

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

Margaret Chan

Margaret Chan (Aug 6, 2024 07:33 GMT+10)

Signed by Landlord/Agent

Date: 06/08/24

**LANDLORD INFORMATION STATEMENT**

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

Margaret Chan

Margaret Chan (Aug 6, 2024 07:33 GMT+10)

Signed by Landlord/Agent

Date: 06/08/24

SIGNED BY THE TENANT

Abdul Kader

Abdul Kader Masum Billah (Aug 5, 2024 21:18 GMT+10)

Signed by Tenant/s

Date: 05/08/24

**TENANT INFORMATION STATEMENT**

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

Abdul Kader

Abdul Kader Masum Billah (Aug 5, 2024 21:18 GMT+10)

Signed by Tenant/s

Date: 05/08/24

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

**RESIDENTIAL TENANCY AGREEMENT  
ADDITIONAL TERMS AND CONDITIONS**  
Annexure – page 1 of 1

1. **Locks**  
The tenant covenants with the owner not to change any lock nor to fit any lock on the premises without the express approval in writing of the owner or his Agent. If permission is obtained, a copy of the keys must be immediately provided to the Agent/owner.
2. **Repairs & Maintenance**  
The tenant agrees that when requesting that repairs and maintenance at the premises be attended to, unless otherwise stated, the owner and/or Agent are authorised to issue property keys to the appropriate tradesman for access to attend to such repairs.
3. **Gardens & Grounds (where applicable)**  
The tenant acknowledges responsibility for regular maintenance of the grounds and gardens which are to be regularly cut and kept neat and tidy during the term of the tenancy.
4. **Keeping of Pets**  
Refer to Clause 53 of the Residential Tenancy Agreement.
5. **Water Usage (where applicable)**  
The tenant agrees to pay any charges for Water Usage as may be levied at the premises under a "User Pays" billing systems where applied by the local Water Authority. Payments should be made payable Power Property Group and forwarded to this office within twenty one (21) days of receipt of the account.
6. **Vacate dates should not fall between the 20th December to the 10th January of any year.**
7. The tenant acknowledges that they have received a copy of the Tenant Information Statement as outlined by the NSW Office of Fair Trading.
8. The tenant acknowledges that upon signing this Agreement they have received the duly completed Residential Condition Report. Further, in accordance with Condition 5 of the Report, they agree to return a copy of the completed Condition Report to our office within seven (7) days.
9. **Residential Flats & Townhouses – Additional By Laws & Special Conditions**  
The tenant acknowledges that they have read and accepted the Statutory By Laws and Special Conditions as set out in the Tenancy Agreement attached hereto.
10. The tenant agrees that a bank dishonour fee will be paid by the tenant for all cheque dishonours sent back by bank or building society. The fee payable will be \$33.00 (thirty three dollars) inc GST.
11. **Prohibition on Listing or Advertising Residential Premises on Overnight Sub-Letting or Renting Websites**  
Notwithstanding clause 32, the tenant agrees not to list or advertise the whole or any part of the residential premises as being available for short term subletting or rental occupancy by others on Airbnb.com or similar internet websites. The tenant agrees that listing or advertising the whole or any part of the residential premises on Airbnb.com or similar internet websites will constitute a breach of the tenancy and a breach of this agreement.

.....  
  
Abdul Kader Masum Billah (Aug 5, 2024 21:18 GMT+10)  
.....  
TENANT/S

  
Margaret Chan (Aug 6, 2024 07:33 GMT+10)  
.....  
For and on behalf of Power Property Group  
Managing Agent for the owner



March 2020

# 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.

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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.

### **What you must be given at the time you sign an agreement**

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

### **Before or at the start of the tenancy**

The landlord or agent **must give** you:

- a copy of the 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 you or any tenant named in the agreement.

### **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.

### **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.

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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

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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 by 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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# Lease Renewal - 9\_29 Dennis Street, Lakemba

Final Audit Report

2024-08-05

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