

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN: Phone: (02) 9631 8222
vendor's agent	Elders Real Estate 3/1 Aldgate Street, Prospect, NSW 2148 Australia	
co-agent		
vendor	CHUNXING SUN	
vendor's solicitor	Veronica Liu Conveyancing PO Box 1011, Auburn NSW 1835	Phone: 0430922266 Email: info@vliu.com.au Ref: VL:2549
date for completion land (address, plan details and title reference)	42nd day after the contract date 35/5-15 Belair Close, Hornsby, New South Wales 2077 Registered Plan: Lot 35 Plan SP 89350 Folio Identifier 35/SP89350	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input 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 type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
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

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <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 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Westside Strata Management
PO Box 241, FAIRFIELD NSW 1860 Phone: 9791 9933
strata@westside.net.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> ● issued by a <i>bank</i> and drawn on itself; or ● if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served 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 *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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –

- 16.5.1 the price less any –
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.

- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.

- 17.2 The vendor does not have to give vacant possession if –

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* 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 serving 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.
- 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 earnt by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

- **Transfer**

- 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

- **Place for completion**

- 30.6 *Normally*, the *parties* must complete at the completion address, which is –

 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor*'s address stated in this contract.

- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

- **Payments on completion**

- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –

 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –

 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special Conditions

Should there be any discrepancies or contradictions between the special conditions and the standard clauses of the contract, then the special conditions shall prevail.

33 The printed clauses of the Contract are amended as follows:

- 33.1 The definition if “work order” in clause 1 is amended by adding the following words at the end thereof:” issued in writing by a competent authority”
- 33.2 Clause 3 is deleted
- 33.3 Clause 6.2 is deleted
- 33.4 Clause 7.1.1 the words “5%” is replaced by the words “\$1.00”
- 33.5 Clause 7.2 is deleted.
- 33.6 Clause 10.1.8 and 10.1.9 are amended by deleting the word “substance” and replacing it with “existence”
- 33.7 Clause 14.4.2 is deleted.
- 33.8 Clause 23.13 and 23.14 are deleted. Purchaser is to obtain the Sec.184 StrataCertificate or Sec.26 Community Land Management Certificate from the Owners Corporation.
- 33.9 Clause 24.4.3 is amended by deleting the words “at least 2 business days before the date for completion,” and “to be held by the purchaser in escrow until completion”
- 33.10 Clause 31.4 the word “7” is replaced by the word “2”

34 Notice to Complete

If either party is unwilling or unable to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to complete making the time for completion essential. Such a notice shall give not less than fourteen (14) days notice after the day on which the notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential PROVIDED however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.

Should the Vendor become entitled to and serve a Notice to Complete hereunder the Purchaser must pay to the Vendor on settlement the amount of \$350.00 plus GST to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Purchaser shall not be entitled to require the Vendor to complete this purchase unless such legal costs and the interest stated in clause 33 are paid on completion and it is an essential term of this contract that such legal costs and the interest be so paid.

35 Interest for Purchaser's Default

If for any reason which is not the fault of the Vendor completion does not occur by the completion date, the Purchaser agrees as an essential term of this Contract to pay to the Vendor at completion on the balance of the price and on any other moneys payable on completion, interest in respect of the period from the completion date to the date of actual completion calculated daily at the rate of ten percent (10%) per annum.

The Purchaser acknowledges that the interest set out in this clause represents a genuine pre-estimate of the Vendor's anticipated loss arising out of late completion.

36 Condition of Property

The property is sold and accepted by the purchaser subject to all defects, whether latent or patent, in its present state of repairs, condition, dilapidation and infestation and whether or not the property or any of the improvements, fixtures or inclusions comply with, or are subject to or insured under, the provisions of any legislation. The purchaser cannot make a claim or requisition or rescind or terminate in this regard. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the Property sold.

It is hereby agreed and declared that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and the Agreement contains the whole of the Contract between the Vendor and the Purchaser and the Purchaser shall not be entitled to rely on any representation or warranty however made by the Vendor or his/her/their Agent except as are made conditions of this contract.

37 No Requisition / Objection

No objection shall be taken, requisition made or compensation claimed by reason of the existence of passage on or through the Property or any adjoining land or mains, pipes, wires or connections of any gas, electricity, telephone or other system(s) or service(s) whether to the Property or any adjoining property or jointly to both or otherwise and the Purchaser shall take title subject thereto.

38 Release of Deposit

Notwithstanding the provisions of Clause 3, the Purchaser hereby authorizes the release of the deposit held by the stakeholder for the purposes of the vendor's payment of Deposit on the purchase of another property; and/ or Stamp duty on the purchase of another property; and/or land tax for this property.

39 Introduction by agent

The Purchaser warrants that he/she/they has /have not been introduced to the property or the Vendor by any Real Estate Agent other than the agent, if any, named on the front page of this contract and in the event that the Purchaser breaches this warranty he/she/ they will indemnify and keep indemnified the Vendor from and against any claim for compensation, damages and other actions which may be brought by any other agent against the Vendor arising from a breach of this warranty. This right continues after completion.

40 Purchaser warranty

The Purchaser warrants that:

The Purchaser does not require finance to purchase this property and/or
The Purchaser has obtained approval for finance to purchase this property and the Purchaser acknowledge that as a result of making this disclosure the Purchaser cannot terminate this contract pursuant to the consumer Credit (NSW) Act 1995.

41 Incapacity

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at Law or Equity had this clause not been included in this Contract, should either party prior to completion die or become mentally ill; or being a company resolve to go into liquidation or have a petition for its winding up or enter into any scheme of arrangement with any of its creditors pursuant to the provisions of Corporations Law or should any Receiver liquidator, (provisional or otherwise) or Receiver Manager, or Administrator be appointed to it; then the other party may rescind the within agreement by notice in writing and thereupon the within agreement shall be at an end and the provisions of Clause 19 shall apply.

42 Delay and Reschedule Settlement

If the Purchaser delay the settlement the purchaser will pay \$330.00 plus GST to the vendor on settlement to cover the vendor's legal service fee for additional work.

If the purchaser cancels settlement after settlement has been booked, the Purchaser will pay \$220.00 plus GST to the Vendor on settlement, for each cancellation, to cover the cost of additional work.

43 Requisition on Title

The requisitions on title or general questions about the property or title must be in the form of the attached requisitions.

44 Deposit by Instalments

The purchaser acknowledges and agrees that the vendor may, but is not required to accept payment of the deposit by instalments.

Notwithstanding any other provisions of this contract, if the vendor accepts payment of the deposit by instalments, the deposit actually paid by the purchaser is less than ten per cent (10%) of the purchase price, and the vendor becomes entitled to forfeit the deposit actually paid, the purchaser will immediately upon demand pay to the Vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid (to the intent that a full ten per cent (10%) of the purchase price is forfeitable by way of deposit upon default). The provisions of this special condition are in addition to and not in substitution for the rights of the Vendor under Clause 9 of this Contract.

45 Tenancy

If the property is sold subject to existing tenancies, the purchaser confirms that the purchaser has satisfied itself about the attached copy (s) of the lease (s) and cannot make any claim or requisition or rescind or terminate the contract in respect of the copy (s) of the lease(s) attached.

The vendor does not promise that the Agreement will be in force at the Completion date.

The Purchaser will make rental adjustment with the tenant, or leasing agent, as the Case may be, and the Purchaser cannot request Vendor to make any deduction from the settlement adjustment money for any rental related matter.

46 Swimming Pool

If the property contains a swimming pool, vendor does not warrant that the swimming pool

complies with requirements imposed by the Swimming Pools Act 1992. Vendor may do not have the Certificate for the swimming pool.

The purchaser cannot make any claim or raise any requisition whatsoever in relation to the swimming pool.

47 Error Adjustment

The parties agree to adjust the usual outgoings and all amounts pursuant to this contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at settlement the parties agree to rectify the error immediately by another party request subject to the request to be raised up within 10 business days from settlement.

48 Land Tax Certificate

The vendor warrants and the purchaser acknowledges/agree that the vendor can clear the land tax on settlement by using the settlement funds.

In accordance to the provisions of the Conveyancing (Sale of Land) Regulation 2010 as amended, the vendor warrants and the purchaser acknowledges/agree that the vendor will provide section 47 Land Tax Certificate to the purchaser not later than two days prior to settlement/completion of this contract.

49 Guaranteee

The guarantor acknowledges that:

The vendor has entered into this contract with the purchaser at the request of the guarantor; It has given the guaranteee in this clause 47 for valuable consideration;

A reference to a guarantor is a reference to the guarantors named in this contract jointly and each of them severally; and

If there is more than one guarantor, this clause 47 binds the guarantors jointly and each of them severally.

The guarantor guarantees to the vendor:

The due and punctual payment of all money payable at any time for any reason to the vendor by the purchaser in connection with this contract, and

The punctual performance and observance by the purchaser of the express or implied obligations of the purchaser in connection with this contract.

Performance of guarantee

If money due and payable under clause 47.2(a) is not paid on time, the guarantor will pay the money to the vendor within seven (7) days of a demand from the vendor even if no demand for payment has been made to the purchaser.

If an obligation of the purchaser under clause 47.2 (b) is not performed on time, the guarantor will perform the obligation immediately after a demand from the vendor even if no demand for performance has been made to the purchaser.

The guarantor indemnifies the vendor against all damages, costs, charges, actions, suits, claims, demands or losses that the vendor may incur for any reason, where either the purchaser does not pay on time any money due and payable to it by the purchaser in connection with this contract or the purchaser does not punctually perform or observe an express or implied obligation of the purchaser in connection with this contract.

The liability of the guarantor and the rights of the vendor under this clause 47 are not adversely affected by anything that might otherwise adversely affect them including: Transfer of a right of the vendor or any variation of a right of the vendor;

The vendor granting any time or other allowance to the purchaser; or

Acquiescence, delay, acts, omissions or mistakes by the vendor

Until all monies payable to the vendor in connection with this contract are paid and all obligations performed, the Guarantor will not make a claim or enforce a right against the purchaser or its property; or prove in competition with the vendor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

Executed by the Purchaser (company)

Signed by (more than One director or	<hr/> Signature	<hr/> Signature Secretary
	<hr/> Office (director/ secretary)	<hr/> Office (director/ secretary)
Signed by (Sole director & Secretary) Pty Ltd	<hr/> Full name	<hr/> Full name
	<hr/> Signature The signatory states that he or she is the sole director& sole secretary of the company	
Executed by the guarantor Name and address of the Guarantor:	<hr/> Full name	
	<hr/> Sign (Guarantor)	<hr/> sign (witness) The witness states that he or she is not a party andWas present when the Signatory signed
		<hr/> Full name
		<hr/> Address (witness)

50 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.

51 COVID – 19

51.1 The vendor and purchaser acknowledge and agree as follows:

- a. Should the vendor or their legal representative be diagnosed with COVID-19:
 - i. The affected party is to provide evidence of the diagnoses to the other party; and
 - ii. The affected party is to provide evidence that s/he have been cleared from the virus;

the parties agree that completion is to take place seven (7) days after the date that the affected party is cleared of COVID-19; or

- b. Should the Federal or State government give direction to the effect of a full shutdown/lockdown then the parties agree that completion of the contract will not take place until seven (7) days after the official shutdown is complete.

The purchaser acknowledge and agrees that no notice to complete is to be served during this time.

51.2 It is an essential term of this contact that if the vendor or occupier of the property is diagnosed with COVID-19 the property is to be thoroughly disinfected and cleaned prior to completion.

CONDITIONS WHEN SALE BY AUCTION

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

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

The following conditions are extracted from regulations made under the Property Stock and Business Agents Act 2002 which prescribe a number of conditions applying to sales by auction.

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement(if any) for sale.
 - (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock: The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:
- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
 - (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.



Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 35/SP89350

SEARCH DATE	TIME	EDITION NO	DATE
----- 20/4/2023	----- 4:19 PM	----- 4	----- 16/8/2022

LAND

LOT 35 IN STRATA PLAN 89350
AT HORNSBY
LOCAL GOVERNMENT AREA HORNSBY

FIRST SCHEDULE

CHUNXING SUN (T AK113457)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP89350
2 AS393251 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2549

PRINTED ON 20/4/2023

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



Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: CP/SP89350

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
20/4/2023	4:19 PM	4	28/4/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 89350
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HORNSBY
LOCAL GOVERNMENT AREA HORNSBY
PARISH OF SOUTH COLAH COUNTY OF CUMBERLAND
TITLE DIAGRAM SP89350

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 89350

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- WESTSIDE STRATA,
P O BOX 241,
FAIRFIELD NSW 1860

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J497254 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 J382239 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 J490598 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 J464031 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 6 SP89350 POSITIVE COVENANT
- 7 SP89350 RESTRICTION(S) ON THE USE OF LAND
- 8 SP89350 EASEMENT FOR GARBAGE COLLECTION AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 9 SP89350 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 AN189810 INITIAL PERIOD EXPIRED
- 11 AS72255 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP89350

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 89350

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 89350							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 16		2 - 15		3 - 15		4 - 16	
5 - 16		6 - 19		7 - 15		8 - 15	
9 - 14		10 - 14		11 - 17		12 - 16	
13 - 17		14 - 14		15 - 15		16 - 12	
17 - 14		18 - 15		19 - 14		20 - 15	
21 - 15		22 - 15		23 - 12		24 - 14	
25 - 15		26 - 17		27 - 15		28 - 15	
29 - 12		30 - 14		31 - 18		32 - 16	
33 - 15		34 - 20		35 - 15		36 - 15	
37 - 19		38 - 16		39 - 15		40 - 15	
41 - 15		42 - 19		43 - 15		44 - 18	
45 - 15		46 - 15		47 - 15		48 - 15	
49 - 18		50 - 13		51 - 16		52 - 15	
53 - 15		54 - 15		55 - 16		56 - 18	
57 - 15		58 - 13		59 - 15		60 - 14	
61 - 15		62 - 16		63 - 13		64 - 20	
65 - 14							

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2549

PRINTED ON 20/4/2023

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

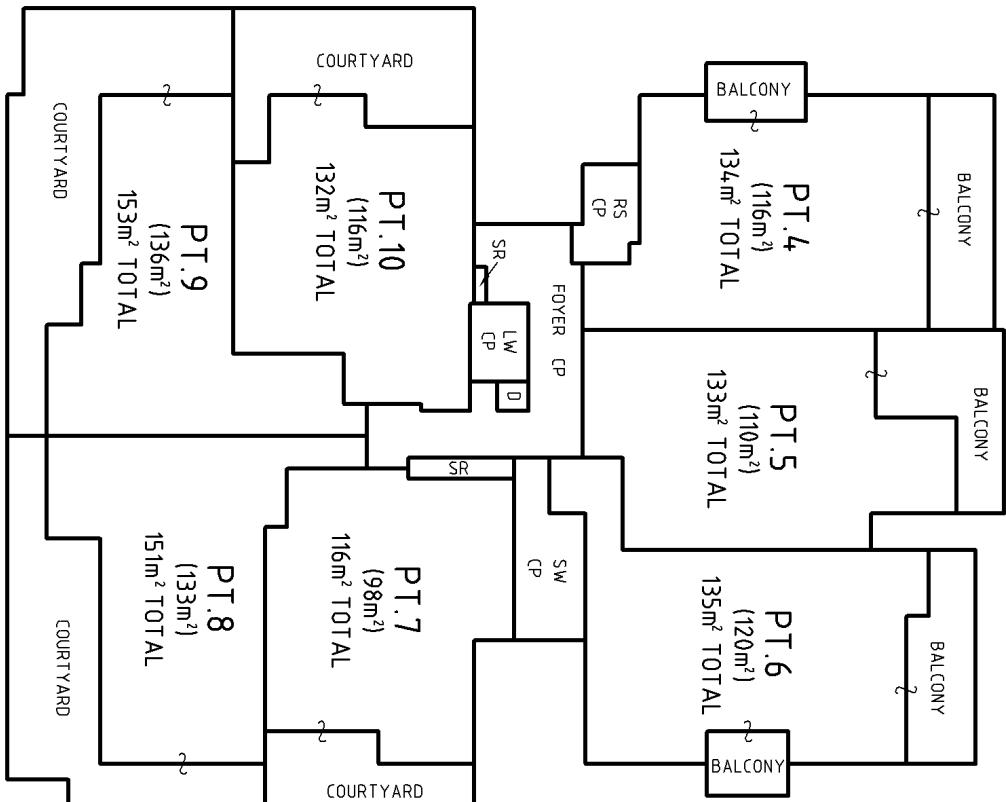
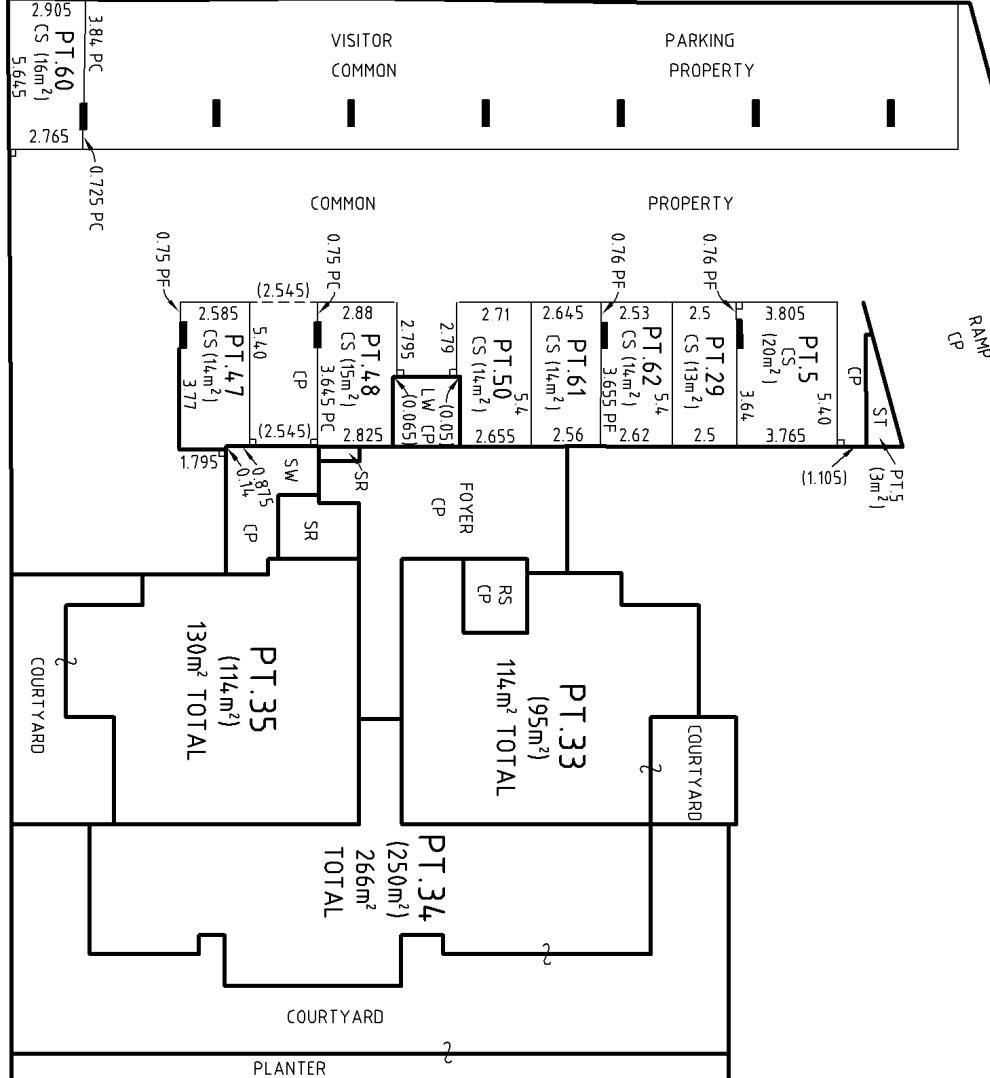
L - DENOTES RIGHT ANGLE
 CP - COMMON PROPERTY
 D - DUCT (COMMON PROPERTY)
 W - LIFT WELL
 PC - PROLONGATION OF CENTRE
 PF - PROLONGATION OF FACE C
 RS - REFLUE STORAGE

ST - STORAGE
SR - SERVICES ROOM (COMMON PROPERTY)
SW - STAR WELL
CS - CAR SPACE

GROUND FLOOR

PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



NOTES

- ALL AREAS ARE APPROXIMATE
 - ALL CAR SPACES ARE COVERED.
 - THE BALCONIES, COURTYARDS AND PLANTERS ARE LIMITED IN TO 3 ABOVE THEIR RESPECTIVE CONCRETE UPPER SURFACE EXCEPT WHERE COVERED.

- THE STRUCTURE OF METAL STORAGE CAGES ARE COMMON PROPERTY

Table of mm

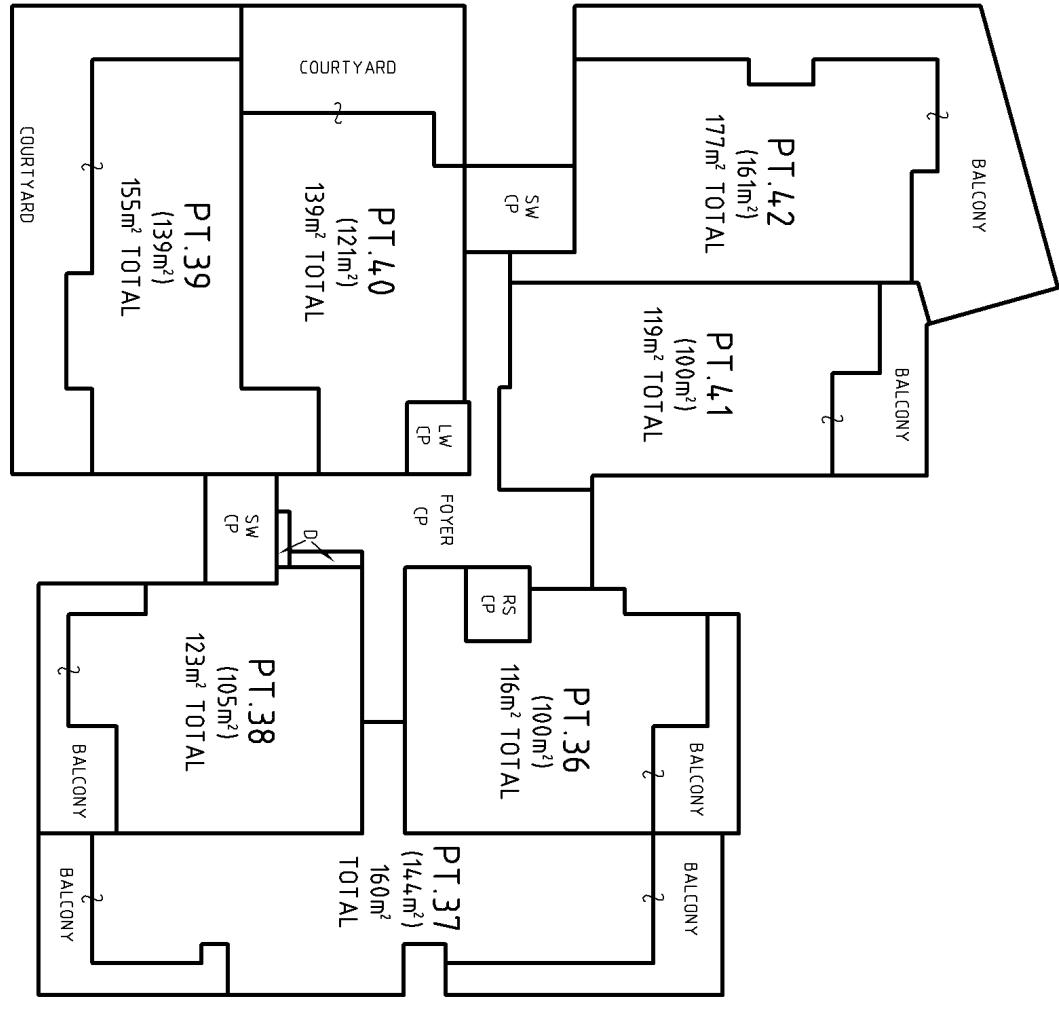
Surveyor: Phillip J McQuillan Registered

Surveyor's Ref: 11810
Subdivision No: 13625

8 12 2015

8.12.2015

SP89350

FIRST FLOORNOTES:

- ALL AREAS ARE APPROXIMATE
- THE BALCONIES AND COURTYARDS ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE CONCRETE UPPER SURFACE EXCEPT WHERE COVERED.

CP - COMMON PROPERTY

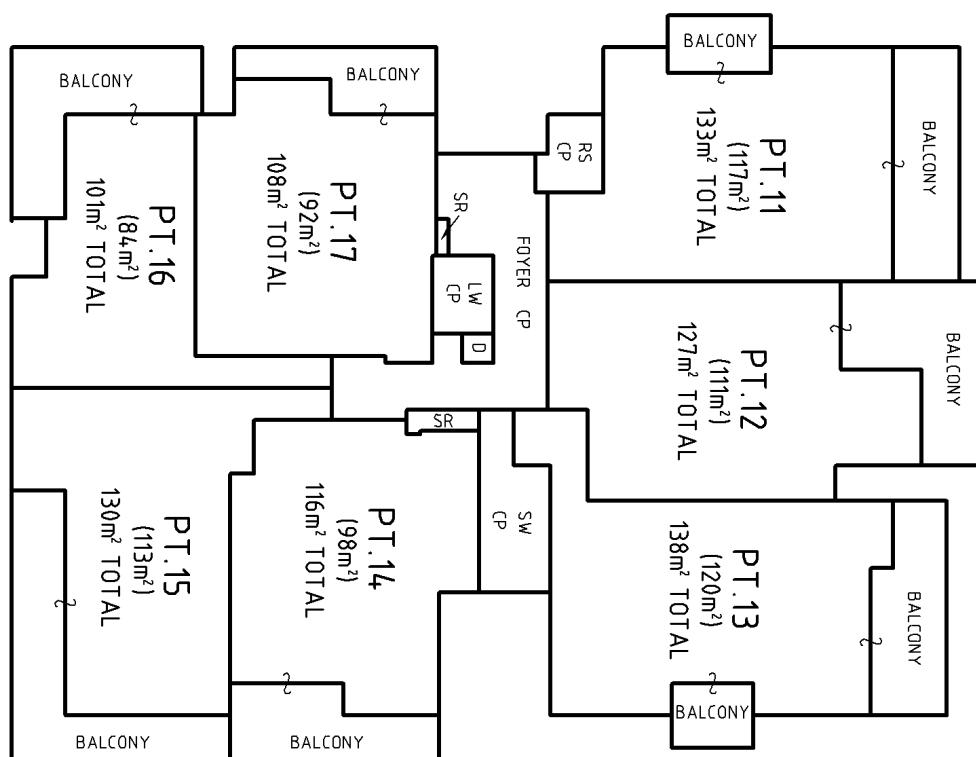
D - DUCT (COMMON PROPERTY)

LW - LIFT WELL

RS - REFUSE STORAGE

SR - SERVICES CABINET (COMMON PROPERTY)

SW - STAIR WELL

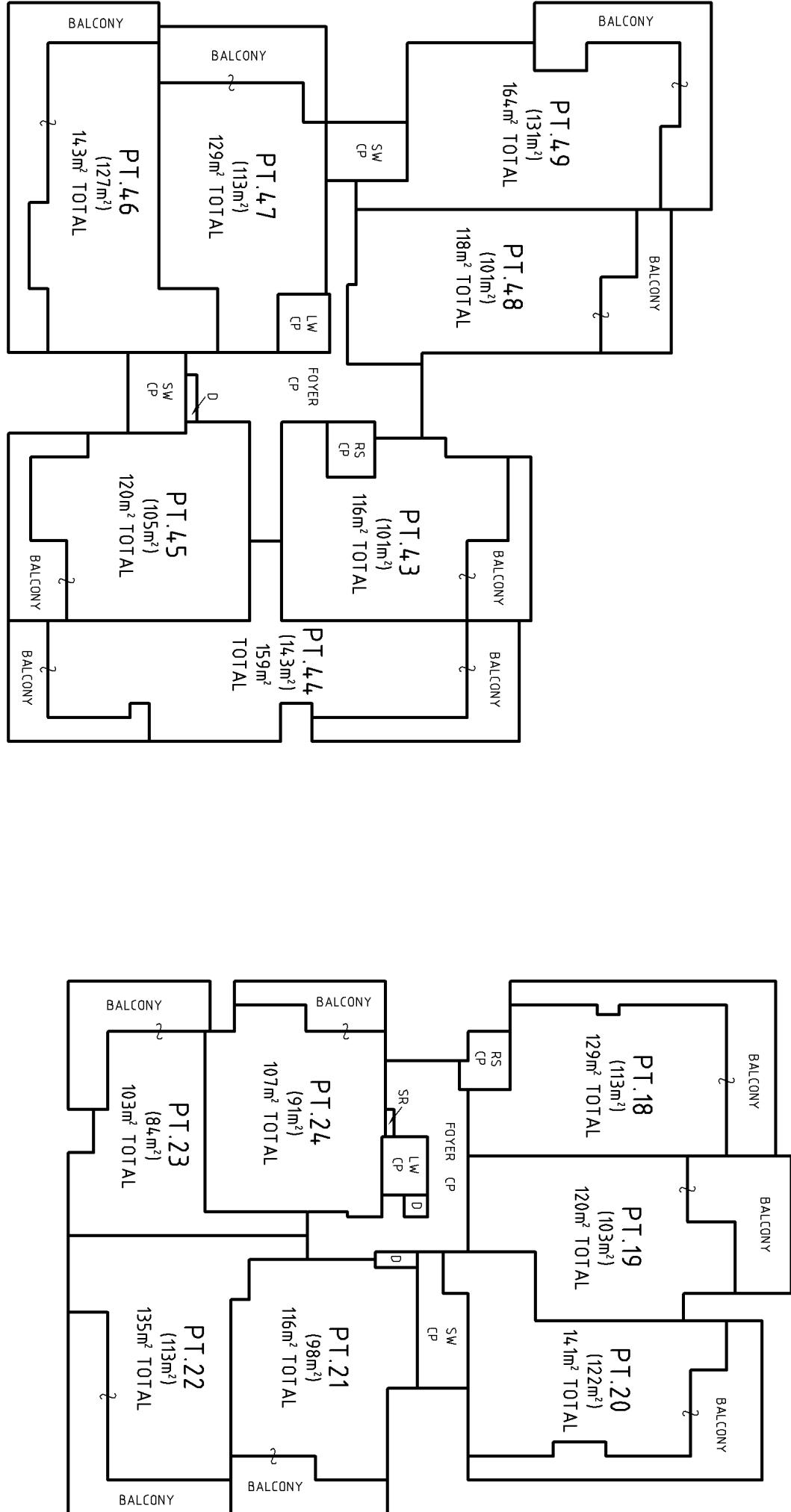


Surveyor:	Phillip J McQuillan
Surveyor's Ref:	11810
Subdivision No:	13625
Lengths are in metres.	Reduction Ratio 1:200

Registered

8.12.2015

SP89350

SECOND FLOORNOTES:

- ALL AREAS ARE APPROXIMATE
- THE BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE CONCRETE UPPER SURFACE EXCEPT WHERE COVERED.

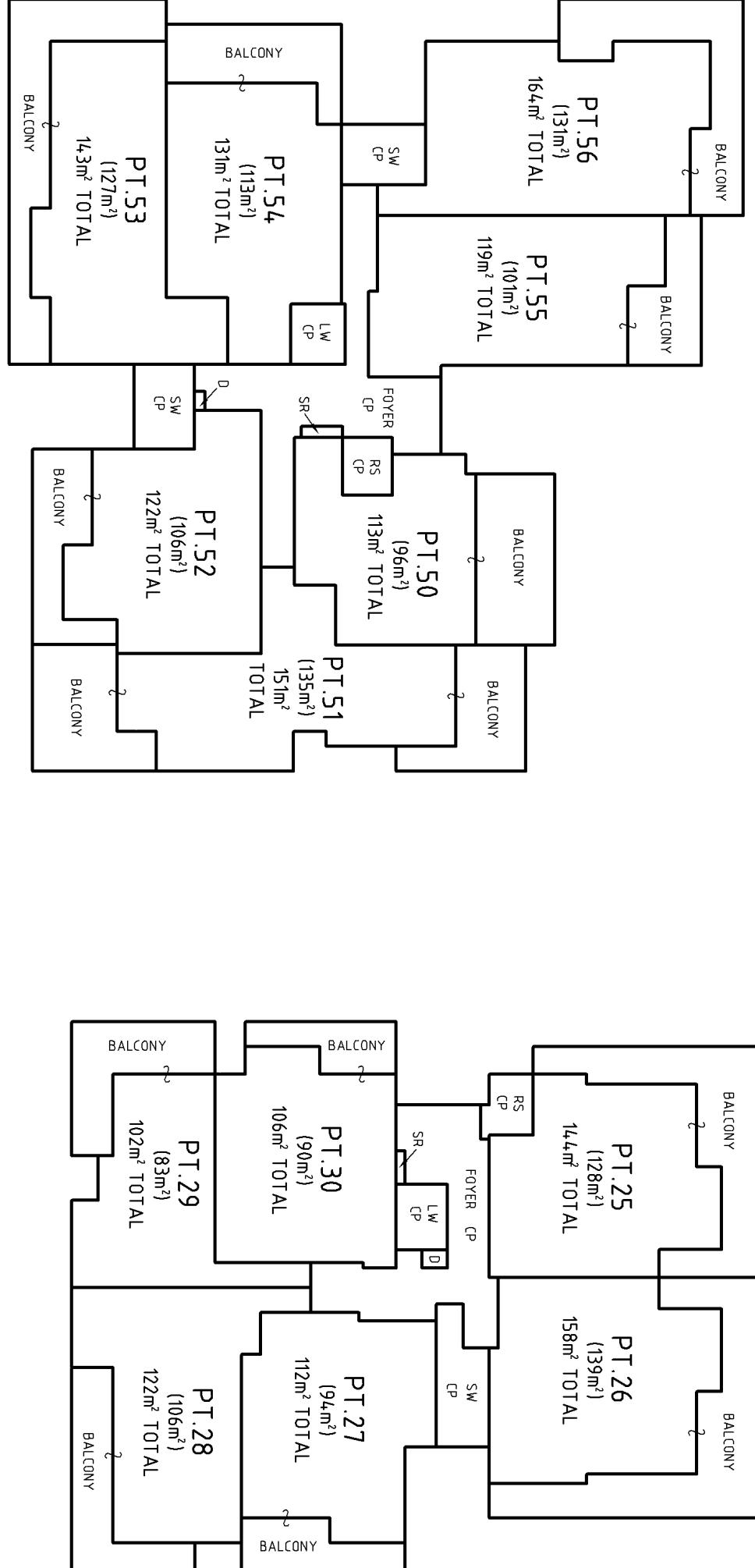
10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----	-----

CP - COMMON PROPERTY
D - DUCT (COMMON PROPERTY)
LW - LIFT WELL
RS - REFUSE STORAGE
SR - SERVICES CUBBOARD (COMMON PROPERTY)
SW - STAIR WELL

Surveyor: Phillip J McQuillan	Registered
Surveyor's Ref: 11810	8.12.2015
Subdivision No: 13625	
Lengths are in metres.	Reduction Ratio 1:200

SP89350

N

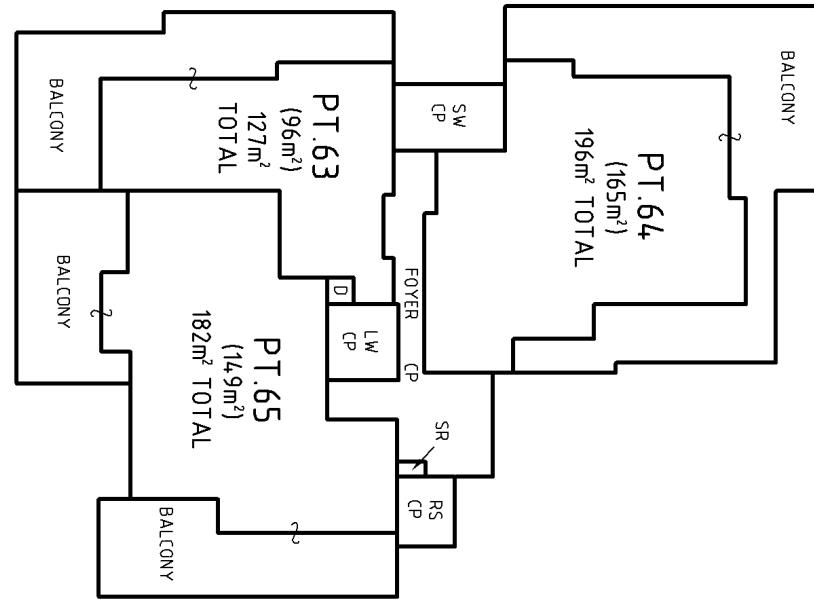
THIRD FLOOR

Surveyor: Phillip J McQuillan
Surveyor's Ref: 11810
Subdivision No: 13625
Lengths are in metres. Reduction Ratio 1:200

Registered

8.12.2015

SP89350

FIFTH FLOOR
NOTES:

- ALL AREAS ARE APPROXIMATE.
- THE BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE CONCRETE UPPER SURFACE EXCEPT WHERE COVERED.

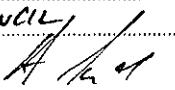
SR - SERVICE ROOM
CP - COMMON PROPERTY
D - DUCT (COMMON PROPERTY)
LW - LIFT WELL
RS - REFUSE STORAGE
SW - STAIR WELL

Surveyor:	Phillip J McQuillan	Registered
Surveyor's Ref:	11810	
Subdivision No:	13625	8.12.2015
Lengths are in metres. Reduction Ratio 1:200		

SP89350

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 14 sheet(s)

Office Use Only	Office Use Only
Registered:  8.12.2015 Purpose: STRATA PLAN	SP89350
PLAN OF SUBDIVISION OF LOT 30 DP 1188196	LGA: HORNSBY Locality: HORNSBY Parish: SOUTH COLAH County: CUMBERLAND
Strata Certificate (Approved Form 5) (1) *The Council of *The Accredited Certifier <i>ANDREW SYMONDS</i> Accreditation number: <i>OPB 1837</i> has made the required inspections and is satisfied that the requirements of; *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012, *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate. *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with. *(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates. *(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment. *(5) This approval is given on the condition that lot(s) ^A are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986. Date: <i>18 NOVEMBER 2015</i> Subdivision No: <i>13625</i> Relevant Development Consent No: <i>DA/4/2013</i> Issued by: <i>HORNSBY SHIRE COUNCIL</i>  —Authorised Person/General Manager/Accredited Certifier * Strike through if inapplicable. ^ Insert lot numbers of proposed utility lots.	Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners - Strata Plan No. 89350 N° 5-15 BELAIR CLOSE HORNSBY NSW 2077 The adopted by-laws for the scheme are: * ^A RESIDENTIAL Model By-laws * together with, Keeping of animals: Option *A/*B/*C * By laws in ____ sheets filed with plan * strike out whichever is inapplicable ^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010) Surveyor's Certificate (Approved Form 3) I, <i>Phillip J McQuillan</i> , of SurveyPlus Pty Ltd Ph: (02) 9651 2921 P.O.BOX 3342 DURAL, NSW, 2158 a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that: (1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met; * Schedule 4A of the Strata Schemes (Leasehold Development) Act 1986 has been met; *(2) (a) The building encroaches on a public place; *(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ to permit the encroachment to remain; *(3) The survey information recorded in the accompanying location plan is accurate. Signature: <i>Phillip McQuillan</i> Date: <i>21/10/2015</i> * Strike through if inapplicable. ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement
Use STRATA PLAN FORM 3A for certificates, signatures and seals	Surveyor's Reference: 11810

STRATA PLAN FORM 3 (PART 2) (2012) WARNING : Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 14 sheet(s)

 Registered: 8.12.2015	Office Use Only PLAN OF SUBDIVISION OF LOT 30 DP 1188196 Subdivision Certificate number: 13625 Date of endorsement: 18 NOVEMBER 2015	Office Use Only SP89350 This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A Schedule of Unit Entitlements. • Statements of intention to create and release affecting interests in accordance with Section 88B Conveyancing Act 1919. • Signatures and seals - see 195D Conveyancing Act 1919. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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SCHEDULE OF UNIT ENTITLEMENT

LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT
1	16	23	12	45	15
2	15	24	14	46	15
3	15	25	15	47	15
4	16	26	17	48	15
5	16	27	15	49	18
6	19	28	15	50	13
7	15	29	12	51	16
8	15	30	14	52	15
9	14	31	18	53	15
10	14	32	16	54	15
11	17	33	15	55	16
12	16	34	20	56	18
13	17	35	15	57	15
14	14	36	15	58	13
15	15	37	19	59	15
16	12	38	16	60	14
17	14	39	15	61	15
18	15	40	15	62	16
19	14	41	15	63	13
20	15	42	19	64	20
21	15	43	15	65	14
22	15	44	18	AGGREGATE	1000

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

1. POSITIVE COVENANT
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR GARBAGE COLLECTION - WHOLE OF LOT
4. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 11810

STRATA PLAN FORM 3 (PART 2) (2012) WARNING : Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 14 sheet(s)

Registered:  8.12.2015

Office Use Only

Office Use Only

SP89350**PLAN OF SUBDIVISION OF LOT 30 DP 1188196**Subdivision Certificate number: **13625**Date of endorsement: **18 NOVEMBER 2015**

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with Section 88B Conveyancing Act 1919.
- Signatures and seals - see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by 28 George Pty Ltd
 ACN 488 489 852 in accordance with Section 127(1)
 Of the Corporations Act 2001 (Cwlth)

Signature of Sole Director/Secretary


 Name of Director

Executed By : Commonwealth Bank of Australia

Land and Property Information

NEW SOUTH WALES

I certify the person(s) signing opposite,
 with whom I am personally acquainted or
 as to whose identity I am otherwise satisfied,
 signed this instrument in my presence.

Certified correct for the purposes of the
 Real Property Act 1900 by the person(s)
 named below who signed this
 instrument pursuant to the power of
 attorney specified

Signature of witness:

Name of witness:

Address of witness:

Signature of attorney

Attorney's name:

Attorney's position:

Power of attorney

Book No:

Page No:

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 11810

STRATA PLAN FORM 3 (PART 2) (2012) WARNING : Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

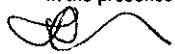
Sheet 4 of 4 sheet(s)

<p>Registered:  8.12.2015</p> <p>PLAN OF SUBDIVISION OF LOT 30 DP 1188196</p>	<p>Office Use Only</p> <p>SP89350</p>
<p>Subdivision Certificate number: 13625</p> <p>Date of endorsement: 18 NOVEMBER 2015</p>	
<p>This sheet is for the provision of the following information as required :</p> <ul style="list-style-type: none"> • A Schedule of Unit Entitlements. • Statements of intention to create and release affecting interests in accordance with Section 88B Conveyancing Act 1919. • Signatures and seals - see 195D Conveyancing Act 1919. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

Executed By : AUSGRID

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney,
 pursuant to Power of Attorney Registered Book 4693 No 331 who
 declares that he/she has not received any notice of revocation of same.

In the presence of:



Signature of Witness

LISA ANDERSON
 Name of Witness
 570 GEORGE STREET
 SYDNEY NSW 2000



Signature of Attorney

MICHAEL MCHUGH
 Name of Attorney
 Manager - Property & Fleet

Michael McHugh

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 11810

INSTRUMENT SETTING OUT TERMS OF EASEMENT / PROFIT A PRENDRE / RIGHTS OF
ACCESS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919.

(Sheet 1 of 7 sheets)

Lengths are in metres.

PLAN:

SP89350

Plan of Subdivision of Lot 30 DP 1188196
covered by Subdivision Certificate No.

13625
dated ...18/11/2015....

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

28 George Pty Ltd
3/21-23 Grose Street
Parramatta 2150

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

Commonwealth Bank of Australia
Level 9
201 Sussex St
Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Positive Covenant	CP	Hornsby Shire Council
2.	Restriction on the Use of Land	CP	Hornsby Shire Council
3.	Easement for Garbage Collection – whole of lot	CP	Hornsby Shire Council
4.	Easement for Electricity and other purposes 3.3 wide.	CP	Ausgrid ABN: 67 505 337 385

Signed for and on behalf of Hornsby Shire Council

CHRIS FRASER
Senior Subdivision Engineer

Print Name of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENT / PROFIT A PRENDRE / RIGHTS OF
ACCESS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919.

(Sheet 2 of 7 sheets)

Lengths are in metres.

PLAN:

SP89350

Plan of Subdivision of Lot 30 DP 1188196
covered by Subdivision Certificate No.

13625

dated *18/11/2015*

PART 2 (TERMS)

Terms of Positive Covenant firstly referred to in the plan.

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this covenant shall bind all those registered jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the "on-site detention system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater, hereinafter call "the system":-
 - a) permit stormwater to be temporarily detained by the system;
 - b) keep the system clean and free from silt, rubbish, debris and the like;
 - c) maintain the volume of the system to have a storage capacity of not less than 63 cubic metres and a maximum discharge rate, when full of 60 litres per second;
 - d) maintain, repair and replace the system or any part thereof due to decay or damage without delay so that it functions in a safe and efficient manner;
 - e) permit the Council of Hornsby or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect and undertake emergency works on the land so burdened for the compliance with the requirements of this clause;
 - f) comply with the terms of any written notice issued by the Council of Hornsby in respect to the requirements of this clause within the time stated in the notice;
 - g) meet any reasonable cost incurred by the Council of Hornsby in completing the work requested in writing pursuant to the above, where the registered proprietor fails to comply with any written request of the Council of Hornsby;
 - h) indemnify and keep indemnified the Council of Hornsby from and against all claims, demands, actions, suits, causes of actions, sum or sums of money, compensation, damages, costs and expenses which the Council of Hornsby or any other person may suffer as a result of any malfunction or non-operation of the system or any failure of the registered proprietor to comply with the terms of this covenant.

Signed for and on behalf of Hornsby Shire Council

CHRIS FRASER
Senior Subdivision Engineer

Print Name of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENT / PROFIT A PRENDRE / RIGHTS OF
ACCESS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919.

(Sheet 3 of 7 sheets)

Lengths are in metres.

PLAN:

SP89350

Plan of Subdivision of Lot 30 DP 1188196
covered by Subdivision Certificate No.

13625

dated ... 18/11/2015

PART 2 (TERMS - continued)

Terms of Restriction on the Use of Land secondly referred to in the plan.

1. The proprietors of the land abovementioned hereinafter known as the "registered proprietor" shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in titles to the land and where there are two or more registered proprietors of the land the terms of this restriction shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the "on-site detention system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater, hereinafter called "the system":-
 - a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the system;
 - b) except in accordance with a Council of Hornsby approved plan, not allow any building, erection or structure to be constructed or allow to remain constructed or placed on that part of the burdened lot denoted as "OSD TANK" in the plan;
 - c) not carry out, or allow to be carried out any change of land profile or earthworks on that part of the burdened lot denoted as "OSD TANK" in the plan;
 - d) not carry out, or allow to be carried out any alterations to the system including surface levels, grates, pipes or any other material or elements thereof outside those normally required for formation, maintenance and proper function of the system.

Terms of Easement for Garbage Collection – whole of lot thirdly referred in the plan.

Full and free right for the prescribed authority, its servants and agents and all persons authorised by the prescribed authority to go, pass and repass over the whole of the land herein before described as the servient tenement at all times with or without vehicles for the purpose of collecting and removing garbage, recycling and refuse from the servient tenement and for the purposes incidental thereto PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to enter any building private open space/courtyard except to the extent necessary to gain access to garbage/recycling receptacles located therein in positions approved by the prescribed authority or to drive any motor vehicle on to any part of the servient tenement which has not apparently been constructed or provided for the purpose of a carriage way or parking area for vehicle.

Signed for and on behalf of Hornsby Shire Council

CHRIS FRASER
Senior Subdivision Engineer

Print Name of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENT / PROFIT A PRENDRE / RIGHTS OF
ACCESS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919.

(Sheet 4 of 7 sheets)

Lengths are in metres.

PLAN: **SP89350**

Plan of Subdivision of Lot 30 DP 1188196
covered by Subdivision Certificate No.

13625

dated ... 10/11/2015

PART 2 (TERMS - continued)

The rights hereby granted may be exercised by the prescribed authority, its servants, agents and all person authorised by the prescribed authority to enter the servient tenement without being liable for damage which may be occasional to the servient tenement or any improvements thereon including any paving, driveways, footpaths, lawns, gardens, fences, walls, buildings, or to the property of any person therein or thereon otherwise than by reason of the negligence of the prescribed authority, its servants and agents and/or of persons authorised by the prescribed authority.

Without limiting the generality of and notwithstanding anything hereinbefore contained, if any carriage way or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage/recycling from the servient tenement neither the prescribed authority, its servants and agents nor any person authorised by the prescribed authority shall be liable in respect thereof. The prescribed authority its servants and agents and all person authorised by it to exercise the rights hereby granted shall be indemnified and be kept indemnified by the Owners Corporation, its successors and assigns against all actions, suits, causes or action or suits, claims, demands, proceedings, costs, charges, damages or expenses whatsoever which may be brought or made, instituted, or claimed against and from them or any of them by the Owner or occupier of the servient tenement or any part thereof or by any person in respect of any loss or injury sustained or threatened or damages suffered or feared by any such person whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the servient tenement for the purpose of collecting garbage/recycling from the same or for a purpose incidental thereto except where such loss, injury or damages result from the negligence of the prescribed authority, its servants, agents or of any person authorised by the prescribed authority as aforesaid.

Nothing herein contained shall oblige the prescribed authority to have garbage/recycling collection from points within the servient tenement or shall prevent the prescribed authority from discontinuing collection from within the servient tenement PROVIDED ALWAYS that if the prescribed authority discontinues collection of garbage from within the servient tenement the prescribed authority and the registered proprietor for the time being of the servient tenement shall respectively have the same rights and obligations with regard to the removal of garbage/recycling from the servient tenement as they would have had if this transfer had not been executed.

Signed for and on behalf of Hornsby Shire Council

CHRIS FRASER

Senior Subdivision Engineer

Print Name of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENT / PROFIT A PRENDRE / RIGHTS OF
ACCESS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919.

(Sheet 5 of 7 sheets)

Lengths are in metres.

PLAN: **SP89350**

Plan of Subdivision of Lot 30 DP 1188196
covered by Subdivision Certificate No.

.....
13625
.....
dated *10/11/2015*.....

PART 2 (TERMS - continued)

**Terms of Easement for Electricity and other purposes 3.3 wide fourthly referred in
the plan**

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to vary, modify or release the Easement, Restriction and
Positive Covenant numbered 1-3 in the plan.

Hornsby Shire Council

Name of authority empowered to vary, modify or release the Easement for Electricity and
other purposes numbered 4 in the plan.

Ausgrid



Signed for and on behalf of Hornsby Shire Council

CHRIS FRASER
Senior Subdivision Engineer

Print Name of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENT / PROFIT A PRENDRE / RIGHTS OF
ACCESS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919.

(Sheet 6 of 7 sheets)

Lengths are in metres.

PLAN: **SP89350**

Plan of Subdivision of Lot 30 DP 1188196
covered by Subdivision Certificate No.

13625
dated 10/11/2015.

Signed, sealed and delivered by the said and in the presence of:

Executed by 28 George Pty Ltd
ACN 488 489 852 in accordance with Section 127(1)
Of the Corporations Act 2001 (Cwlth)

Signature of Sole Director/Secretary

Steven Hawk

Name of Director

Steven Hawk

Name of Company Secretary

EXECUTED BY: (Commonwealth Bank of Australia)

Land and Property Information

NEW SOUTH WALES

I certify the person(s) signing opposite,
with whom I am personally acquainted or
as to whose identity I am otherwise satisfied,
signed this instrument in my presence.

Certified correct for the purposes of the
Real Property Act 1900 by the person(s)
named below who signed this
Instrument pursuant to the power of
attorney specified

Signature of witness: Mrs

Signature of attorney: ✓

Name of witness: WILLIAM HOLLOWAY

Attorney's name: VICKI ANN LEGG

Address of witness: 201 JONES ST

Attorney's position: RELATIONSHIP EXECUTIVE

ST. SYDNEY

Signing on behalf of: COMMONWEALTH
BANK OF AUSTRALIA
ABN 48 123 123 124

Power of attorney

-Book: 439824 Pg: 5

Clayton
Signed for and on behalf of Hornsby Shire Council

CHRIS FRASER

Senior Subdivision Engineer

Print Name of Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENT / PROFIT A PRENDRE / RIGHTS OF
ACCESS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919.

(Sheet 7 of 7 sheets)

Lengths are in metres.

PLAN:
SP89350

Plan of Subdivision of Lot 30 DP 1188196
covered by Subdivision Certificate No.

13625

dated 18/11/2015

Executed for and on behalf of AUSGRID ACN: 67 505 337 385 by

Michael McHugh

.....)

Its duly constituted Attorney pursuant to
Power of Attorney registered book 4644 46913)

No. 639 in the presence of: 14)

331 44

) Attorney



Manager - Property & Fleet


.....
Witness

LISA ANDERSON

Name of Witness

570 GEORGE STREET
SYDNEY NSW 2000

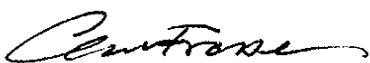
.....
Address of Witness

REGISTERED



8.12.2015

Signed for and on behalf of Hornsby Shire Council



CHRIS FRASER
Senior Subdivision Engineer
Print Name of Authorised Officer

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR
EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 13A. No. _____

New South Wales 197254
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

FEES:-	£	s.	d.
Lodgment	:	:	
Endorsement	:	:	
Certificate	:	:	
	:	:	
	:	:	
	:	:	
	£	10	



11.63

(Transfers must not be divided in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

ARTHUR H. STEPHENS (N.S.W.) PTY. LIMITED

If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of
ONE THOUSAND SIX HUNDRED AND FORTY FIVE POUNDS -----
(£ 1645----) (the receipt whereof is hereby acknowledged) paid to it by

Received in charge
by
Peter Luffman

Peter Luffman and Glenice Luffman

do hereby transfer to

**PETER LUFFMAN of 72 KURRABA ROAD, NEUTRAL BAY, ADVERTISING SALESMAN
and GLENICE LUFFMAN his wife as joint Tenants**

(herein called transferee)

ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	SOUTH-COLAH	WHOLE	9066	218	

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot see D.P." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol."

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

And the transferee covenant(s) with the transferor*

AND the Transferees for themselves and their assigns covenant as follows:

THAT the transferor and its successors and assigns for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor its successors and assigns other than purchasers on sale

* Strike out if unnecessary, or suitable adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

- a) That no building shall be erected on the property hereby transferred unless the same shall be constructed with substantially new materials and that no existing building or part of an existing building shall be brought to and re-erected on the property hereby transferred and
- b) That no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferor its successors or assigns that such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND it is agreed that the burden of this covenant is on the property hereby transferred. The land for which the benefit of this covenant is appurtenant is the balance of the land in Deposited Plan No. 204624 owned by the Transferor. This restriction may be released varied or modified by the transferor or its assigns.

AND the Transferees for themselves and their assigns covenant as follows:

- a) That no building shall be erected on the property hereby transferred unless the same shall be constructed with substantially new materials and that no existing building or part of an existing building shall be brought to and re-erected on the property hereby transferred and
- b) That no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferor its successors or assigns that such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

The burden of this covenant is on the property hereby transferred. The land for which the benefit of this covenant is appurtenant is the residue of the land in Deposited Plan No. 204624 but only during the ownership thereof by the Transferor its successors and assigns other than purchasers on sale. This restriction may be released varied or modified by the transferor or its assigns.

ENCUMBRANCES, &c., REFERRED TO.*

* A very short note will suffice.

K 1165-2 12 437

NIL

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Counsellor-General, Acting Counsellor-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

^a Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at *Sydney* the
THE COMMON SEAL OF ARTHUR H.
STEPHENS (N.S.W.) PTY. LIMITED
STEPHENS (N.S.W.) PTY. LIMITED was
hereto affixed by the authority
of a resolution of the Board of
Directors in the presence of:—

7th day of November 1963.

Arthur H. Stephens
Director

Transferor.*

Arthur H. Stephens
Secretary.

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

Signed in my presence by the transferee(s)

A. J. S.
WHO IS PERSONALLY KNOWN TO ME

M. J. James
Sylvia
D. J. S.

P. L. Johnson *E. Hoffmann*
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *19* Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at

the

day of

19 .

Signed in the presence of—

}

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at *Sydney*, the *19* day of *November*, one thousand nine hundred and *1963*, the attesting witness to this instrument and declared that he personally knew *Arthur H. Stephens*, whose signature thereto he has attested; and that the name purporting to be such signature of the said *Arthur H. Stephens* is his own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person wilfully or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

J 497254

LODGED BY *Allen & Jones
Nestle & Nestle*
DIRECTORS
53 MARTIN PLACE
SYDNEY NSW 2000

FEES.	
T. Fees which are payable on lodgment, are as follows—	
(a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 5s. 9d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.	
(b) A supplementary charge of 10s. is made in each of the following—	
(i) where a restrictive covenant is imposed; or	
(ii) a new covenant is created; or	
(iii) a partial discharge of mortgage is endorsed on the transfer.	
(c) Where a new Certificate of Title must issue the scale charges are—	
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;	
(ii) £2 10s. 9d. for every Certificate of Title not exceeding 15 folios with one simple diagram;	
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.	
Where the engraving exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.	

DOCUMENTS LODGED HEREWITH.

To be filed in by person being dealing.

1	Received Docs. Nos.
2	
3	
4	
5	
6	

Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.
release and discharge the land comprised in the within transfer from such mortgage and all claims
thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised
in such mortgage.

Dated this day of

19

Signed in my presence by

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Subject to Deed</i>
Check by	Particulars entered in Register Book, Volume 9066 Folio 218
Passed (in S.D.B.) by	the 12th day of November 19 ⁹⁷ at minutes past 11 o'clock in the forenoon.
Signed by	<i>J. Nestle</i> Registrar-General



PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
VOL.	FOL.	

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR
EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



AM 10:21 R.P. 13A. No. **J 382239**

FEES:	£	s.	d.
Lodgment	:	:	:
Endorsement	:	:	:
Certificate	:	:	:
	:	:	:
	:	:	:
	:	:	:
	:	:	:
	£	3	10

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and permanent black non-copying

Ex ARTHUR H. STEPHENS (N.S.W.) PTY. LTD.

STEPHENS & ROSE PTY. LTD. - EVIDENCE OF CHANGE OF
NAME WITH DEALING N. J 310924/5/5.

2763

a If a less estate, strike out "in fee simple" and interline the required alteration.
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand six hundred and ninety five pounds (£ 1,695.0.0) (the receipt whereof is hereby acknowledged) paid to it by

ADRIAN JOSEPH LEYDEN and EILEEN LEYDEN do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

ADRIAN JOSEPH LEYDEN of 148 Pacific Highway, Waitara,
FRANCES
Salesman, AND EILEEN LEYDEN his wife as joint tenants

(herein called transferee)

ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	SOUTH GOLAH	WHOLE	9066	219	

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

And the transferee covenant(s) with the transferor*

And the Transferee so as to bind himself his heirs executors and assigrs or other the registered proprietors for the time being of the land hereby transferred doth hereby covenant and agree with the Transferor its successors and assigns other than Purchasers on sale that during the ownership of Lots 3 and 5 shown on Deposited Plan No. 204624 by the Transferor its successors and assigns other than Purchasers on sale no fence shall be erected on the land hereby transferred to divide it from the said Lots 3 and 5 shown on Deposited Plan No. 204624 without the consent of the Transferor its successors or assigns other than Purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns other than Purchasers on sale and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND IT IS HEREBY AGREED AND DECLARED THAT:

- (i) The lands to which the benefit of the foregoing covenant is intended to be appurtenant are the said Lots 3 and 5 shown on Deposited Plan No. 204624.
- (ii) The land which is subject to the burden of the foregoing covenant is the land hereby transferred.
- (iii) That at any time and from time to time the above covenant may be released varied or modified by the registered proprietor or proprietors for the time being of the said Lots 3 and 5 shown on Deposited Plan No. 204624.

For further Covenant see the Annexure hereto marked with the letter "A".

* Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1934.

ENCUMBRANCES, &c., REFERRED TO.*

Reservations and conditions (if any) contained in Crown Grant referred to in Deposited Plan.

* A very short note will suffice.

K 1165-2 54437

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN THE ANNEXED MEMORANDUM OF TRANSFER BETWEEN ARTHUR H. STEPHENS (N.S.W.) PTY. LIMITED AND ADRIAN JOSEPH LEYDEN AND EILEEN LEYDEN DATED THE 26^A DAY OF JUNE ONE THOUSAND NINE HUNDRED AND SIXTY THREE.

AND the transferee further covenants with the transferor that no building shall be erected on the land hereby sold unless the same shall be constructed with substantially new materials and that no existing building or part of any existing building shall be brought to and re-erected on the land hereby sold.

AND IT IS AGREED that:-

- (1) The land to which the said Covenant is appurtenant is the balance of the land in Deposited Plan No. 204624 owned by the Vendor.
- (2) The land subject to the burden of the said Covenant is the land hereby transferred.
- (3) The person by whom and with whose consent the said Covenant may be released varied or modified is the transferor its successors and assigns.

THE COMMON SEAL of ARTHUR H.
STEPHENS (N.S.W.) PTY. LIMITED
was hereunto affixed by the
Xxxxxxxxxxxxxxx
authority of a resolution of
xxxxxxxxxxxxxx
the Directors in the presence
of
Xxxxxxxxxxxxxxx

R.H. Hart
Secretary.

Signed in my presence by the
transferees WHO ARE PERSONALLY
KNOWN TO ME

Adrian Leyden
Solita
Kearnsby



B

X Ad. H. Leyden
X Ad. Eileen Leyden
Transferee(s)



If the Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution to New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 105 (1) (b) of the Real Property Act, shall affix his signature thereto.

Execution may be proved where the parties are resident.—

the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Register of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(a) in *any foreign place* by signing or acknowledging before
 (i) a British Consular Officer
 (which includes a British Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent); (ii)
 an Australian Consular Officer
 (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal or stamp, or the attesting witness may make a declaration of the due execution thereof before one or more such persons
 (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint,

g Strike out unnecessary words.
Add any other matter necessary
to show that the power is
effective.

Signed at SYDNEY
THE COMMON SEAL of ARTHUR H.
STEPHENS (N.S.W.) PTY. LIMITED
was hereunto affixed by the authority
of a resolution of the Directors
in the presence of:-

26th day (1) of JUNE 1963
X Arthur S. Phelps
Director

Secretary

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

Signed in my presence by the transferred

WHO IS PERSONALLY KNOWN TO ME

Frank Johnson
Collector
Monday

Transferee(s)

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register* under the authority of which he has just executed the within transfer.

Signed at
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.
Appeared before me at , the day of , one thousand
one hundred and the attesting witness to this instrument
declared that he personally knew the person
nning the same, and whose signature thereto he has attested; and that the name purporting to be such
nature of the said is own handwriting, and
he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

[†]N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

382239

No. _____

LODGED BY TAPERELL STOREY & FINNIPPARD.

BOS 18 P.O. HORNSBY. 48 1096.



DOCUMENTS LODGED HEREWITH.

To be filled in by person logging dealng.

eff. 9066/219

Received Docs.
Nos.
Receiving Clerk.

FEES.

- Fees, which are payable on lodgment, are as follows:—

 - (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 - (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new encumbrance is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
 - (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

PARTIAL DISCHARGE OF MORTGAGE

(N.B.—Before execution read marginal note.)

3

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19
Signed in my presence by

who is personally known to me.

Mortgagee.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgage should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

INDEXED	MEMORANDUM OF TRANSFER	
<i>Forward</i>		
Checked by	Particulars entered in Register Book, Volume <u>9066</u> Folio <u>219</u>	
Passed (in S.D.B.) by		
Signed by	<p><i>H. J. Watson</i></p> <p>the <u>13th</u> day of <u>July</u> <u>1963</u> at <u>50</u> minutes past <u>12</u> o'clock in the <u>afternoon</u>.</p>	

PROGRESS RECORD

PROGRESS RECORD.		
	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	...	
Draft examined	...	
Diagram prepared		
Diagram examined	...	
Draft forwarded	...	
Supt. of Engrossers		
Cancellation Clerk	...	

LODGED BY HICKSON LAKEMAN & HOLCOMBE
SOLICITORS,

No.

No. 490598

PARTIAL DISCHARGE OF MORTGAGE^b

(N.B.—Before execution read marginal note)

J

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this

day of

19

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within instrument)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power
of Attorney registered No. Miscellaneous Register under the authority of which he has
just executed the within transfer.¹

Signed at _____ the _____

day of

. 19

Signed in the presence of—

1

day of

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS
Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by
Registrar-General,
Deputy Registrar-
General, a Notary
Public, J.P., Commis-
sioner for Affidavits, or
other functionary
before whom the
attesting witness
appears.
Not required if the
instrument itself be
signed or acknowledged
before one of these
parties.

EXTRA FEE \$4.00/30 days

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

K 1193 St 437-W

FEES.

The Fees, which are payable on lodgment, are as follows:—

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instruments is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

- (b) A supplementary charge of £1 is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.

FORM FOR SIMPLE TRANSFER, WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS ARE CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 15A SHOULD BE USED.

3
FRI 11/12/1963
Lodgement
Endorsement



R.P. 13 J.M. 464031

New South Wales

MEMORANDUM OF TRANSFER (REAL PROPERTY ACT, 1900)



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

If a less estate, strike out "in fee simple" and interline the required alteration.

State in full the name of the person who furnished the consideration money.

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to the defined residue of the land in a certificate of grant (eg. and being residue after Transfer No. " ") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar General (eg. " and being lot sec. D.P. "). Unless authorised by Reg. 53 of the Conveyancing Act Regulations, 1951, a plan may not be annexed to or endorsed on this transfer form.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 167 of the Real Property Act, 1900-1956, Section 168 of the Conveyancing Act, 1919-1954, and Section 52A of the Evidence Act, 1898-1954.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:

County	Parish	Reference to Title			Description of Land (if part only) ¹
		Whole or Part	Vol.	Fol.	
Cumberland	South Colah	Whole	9066	221	AND the Transferee hereby covenants with the Transferor that no building shall be erected on the land hereby transferred unless the same shall be constructed with substantially new materials and that no existing building or part of an existing building shall be brought to and re-erected on the land hereby transferred AND it is agreed that:- (i) The land to which the said covenant is appurtenant is the balance of the land in Deposited Plan No. 204624 owned by the Transferor. (ii) The land subject to the burden of the said covenant is the land hereby transferred. (iii) The person by whom and with whose consent the said covenant may be released varied or modified is the Transferor its successors and assigns.

ENCUMBRANCES, &c., REFERRED TO²

Reservations and conditions in Crown Grant

Signed at Sydney the 10th day of December, 1963.

THE COMMON SEAL OF ARTHUR H.

Signed in my presence by the transferor

STEPHENS (N.S.W.) PTY. LIMITED

WHO IS PERSONALLY KNOWN TO ME was hereunto affixed by the authority of the Directors in the presence of

Arthur H. Stephens

Secretary,

Signed



Arthur H. Stephens
Transferor

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

S. S. Ostridge

J. E. Ostridge
Transferee(s)

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

HICKSON JAPRON

A.U.L.

LODGED BY

No.

PARTIAL DISCHARGE OF MORTGAGE^h

(N.B.—Before execution read marginal note)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at

this

day of

19

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within instrument)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.ⁱ

Signed at

the

day of

, 19

Signed in the presence of—

b This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

i Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

j To be signed by Registrar-General, Deputy Registrar-General, & Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^j

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER <i>Covered as wt</i>
Checked by	Particulars entered in Register Book, Volume 9066 Folio 221
Passed (in S.D.B.) by	on 14-10-1963 at 2 o'clock.
Signed by	<i>J. H. Jackson</i> Registrar-General

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1. 4
2. 5
3. 6

Received Docs.
Nos.
Receiving Clerk.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL.	FOL.	

FEES.

The fees, which are payable on lodgment, are as follows:—

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 2s is made in each of the following—

- (i) where a restrictive covenant is imposed; or
- (ii) a new easement is created; or
- (iii) a partial discharge of mortgage is endorsed on the transfer.



Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensor: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

CONSOLIDATION CHANGE OF BY-LAWS

AN189810C

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

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

(A) TORRENS TITLE	For the common property CP/SP89350	
(B) LODGED BY	Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN H.M. Allen & Co. 123012 E DX 437 Sydney Ph 9232 3652 Reference: JSM. 31443

CODE
CH

- (C) The Owners-Strata Plan No 89350 certify that a special resolution was passed on **21 November 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-Laws 1-4
Amended by-law No By-Laws 2, 9 and 17

as fully set out below:

See Annexure attached hereto.

- (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 89350 was affixed on **12 March 2018** in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: John Muller
Name: **AUBURN LITTLE JOHN**
Authority: **SERIAL MANAGER**

Signature: _____

Name:

Authority:





JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 89350

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 89350 was affixed on 12 months 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: M. J. Muller

Name(s): R.D. Muller L.I.F.L.E.S. O'Brien

Authority: Solicitor Notary Public



INDEX TO CONSOLIDATED BY-LAWS

- 1.. By-Laws 1-22 in Schedule 2 to the Strata Schemes Management Regulation 2010
 1. Noise
 2. Vehicles
 3. Obstruction of common property
 4. Damage to lawns and plants on common property
 5. Damage to common property
 6. Behaviour of owners and occupiers
 7. Children playing on common property in building
 8. Behaviour of invitees
 9. Depositing rubbish and other material on common property
 10. Hanging out of washing
 11. Preservation of fire safety
 12. Cleaning windows and doors
 13. Storage of inflammable liquids and other substances and materials
 14. Changes to floor coverings and surfaces
 15. Floor coverings
 16. Garbage disposal
 17. Keeping of animals
 18. Appearance of lot
 19. Change in use of lot to be notified
 20. Provision of amenities or services
 21. Compliance with planning and other requirements
 22. Service of documents on owner of lot by owners corporation
2. Special By-Law No. 1 – Smoke penetration (ADDED)
3. Special By-Law No. 2 – Moving furniture and other objects on or through common property (ADDED)
4. Special By-Law No. 3 – False fire alarms (ADDED)
5. Special By-Law No. 4 – Prohibiting feeding of birds and animals (ADDED)

STRATA SCHEMES MANAGEMENT REGULATION 2010

SCHEDULE 2 – Model by-laws for residential strata schemes (as amended)

1 Noise

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.

2 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except as permitted by a sign authorized by the owners corporation.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on any visitor parking space on common property.
- (3) An owner or occupier of a lot must not permit a motor or other vehicle to be parked or stood on common property except as permitted by a sign authorized by the owners corporation.
- (4) Despite clause (3), an owner or occupier of a lot may permit any invitees of the owner or occupier who are visiting the lot to park or stand a motor or other vehicle in a visitor parking space on common property.
- (5) An owner or occupier of a lot must ensure that any motor or other vehicle that is parked in the parking space of their lot does not encroach on the car space of any other lot or the common property.
- (6) If an owner or occupier of a lot breaches this by-law the owners corporation may:
 - (a) Issue the owner or occupier a notice to comply with the by-law and place a copy of the notice on the vehicle of the owner or occupier and the noticeboard and include in the notice the date and time of, and the registration number of the vehicle involved in, the breach of the by-law;
 - (b) Apply to the NSW Civil & Administrative Tribunal for an order to require the owner or occupier to comply with the by-law;
 - (c) Apply to the NSW Civil & Administrative Tribunal for an order that the owner or occupier pay a monetary penalty of up to \$1,100.00 for breaching the notice to comply;
 - (d) If the by-law is breached within 12 months of the issue of the notice to comply, apply to the NSW Civil & Administrative Tribunal for an order that the owner or occupier pay a monetary penalty of \$2,200.00.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,unless the device 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) 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 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device 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

- (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) Despite clause (1), an owner or occupier of a lot must not deposit or dump on the common property or in the garbage area any furniture or household items.
- (3) The owners corporation may:
 - (a) move furniture or household items that block an entrance or exit to another place on the common property; or
 - (b) dispose of furniture or household items that are left on the common property, including in the garbage area, that are perishable goods or rubbish;without placing a notice on or near the goods that complies with clause 32(3) of the *Strata Schemes Management Regulation 2016*.
- (4) The owners corporation may dispose of furniture or household items that are left on the common property, including in the garbage area, that are not perishable goods or rubbish if the owners corporation places a notice on or near the furniture or household items that complies with clause 32(3) of the *Strata Schemes Management Regulation 2016* and the furniture or household items have not been removed from the common property within the period specified in that notice.
- (5) Despite any other by-law, an owner or occupier of a lot must not store any hazardous materials on the common property.

10 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. Such 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 provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:

"washing" includes any clothing, towel, bedding or other article of a similar type.

11 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.

12 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.

13 Storage of inflammable liquids and other substances and materials

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

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

14 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 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.

16 Garbage disposal

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

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 Keeping of animals

- (1) Subject to section 139(5) of the Act, an owner or occupier of a lot must not keep any animal on the lot or the common property.
- (2) Despite clause (1), an owner or occupier of a lot may continue to keep, for the term of its natural life, an animal that was lawfully kept on the lot on the date this by-law was amended to prohibit the keeping of animals.
- (3) For the purpose of clause (2), an animal was lawfully kept on a lot if the animal was kept:
 - (a) in accordance with a previous approval of the owners corporation that was given before this by-law was amended to prohibit the keeping of animals; or
 - (b) otherwise in accordance with the terms of this by-law before the by-law was amended to prohibit the keeping of animals.
- (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* (Cth).

18 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 10.

19 Change in use of lot to be notified

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

20 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).

- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note : Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 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.

22 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Special By-Law No. 1 – Smoke Penetration

- (1) An owner or occupier of a lot must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that any invitee of the owner or occupier does not smoke tobacco or any other substance on the common property.
- (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.

Special By-Law No. 2 - Transportation of Furniture and Large Objects On or Through Common Property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless at least 48 hours' prior notice has first been given to the strata committee so as to enable the strata committee to approve the proposed time for the transportation of the furniture or large object, and so as to enable the strata committee to arrange for its nominee to be present at the time the owner or occupier does so.
- (2) An owner or occupier of a lot must ensure that the common property is protected from damage by any furniture or large object that is transported through or on the common property within the building by, or on behalf of, the owner or occupier.
- (3) An owner or occupier of a lot must ensure that the common property is not damaged during or as a result of the transportation of any furniture or large object through or on the common property within the building by, or on behalf of, the owner or occupier.
- (4) An owner or occupier of a lot will be liable to the owners corporation for any damage to the common property caused by the transportation of any furniture or large object through or on the common property within the building by, or on behalf of, the owner or occupier or arising out of any breach of this by-law by the owner or occupier.
- (5) The owners corporation may recover from an owner or occupier of a lot as a debt any costs the owners corporation incurs repairing damage to the common property caused by the transportation of any furniture or large object through or on the common property within the building by, or on behalf of, the owner or occupier.
- (6) An owner of a lot must take all reasonable steps to ensure that any occupier of the lot complies with this by-law.

Special By-Law No. 3 - False Fire Alarms

- (1) An owner or occupier of a lot must not, by any act or omission, cause a fire sensor or fire alarm in the lot or on the common property to be activated except in the case of a fire or emergency.
- (2) An owner of a lot must take all reasonable steps to ensure that any occupier of the lot does not, by any act or omission, cause a fire sensor or fire alarm in the lot or on the common property to be activated except in the case of a fire or emergency.
- (3) If an owner or occupier of a lot breaches this by-law, the owners corporation may recover from the owner or occupier as a debt any costs, expenses or loss it incurs or suffers arising out of the breach, including any fee charged by Fire and Rescue NSW to the owners corporation for attending the building to investigate a false fire alarm.

Special By-Law No. 4 – Prohibiting Feeding of Birds and Animals

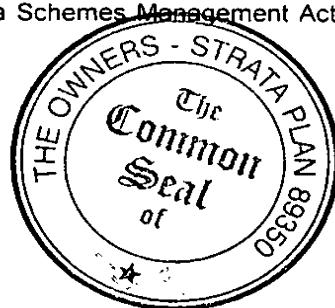
- (1) An owner or occupier of a lot must not feed any birds or animals on the common property.
- (2) An owner of a lot must take all reasonable steps to ensure that any occupier of the lot complies with this by-law.
- (3) Without limiting clause (1) an owner or occupier of a lot must not throw breadcrumbs on the common property that attract pigeons, cockroaches, ants and other vermin.
- (4) The owners corporation may recover as a debt from an owner or occupier of a lot who breaches this by-law any costs or expenses the owners corporation incurs arising out of that breach, including costs to clean the common property.

The seal of The Owners - Strata Plan No. 89350 was affixed on 12 March 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: R.V.B.L.M.

Name(s): R.V.B.L.M. & L.T.J.S. OLM.

Authority: Str. M. A. M. M. A. 6.472



A N 189810

Created 2016

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. 89350 was affixed on15.....m.m.yr.....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: *N. G. L. T.* Name:N. G. L. T. M. A. J. D. J. Authority:S. M. A. J. D. J. M. A. J. D. J.

Signature: Name: Authority:



Lodger Details

Lodger Code 506206G
Name SARVAAS CIAPPARA LAWYERS
Address L 7, SE 702, 65 YORK ST
SYDNEY 2000
Lodger Box 1W
Email CIAPPARA@SCLAW.COM.AU
Reference 2224079

Land Registry Document Identification

AS72255

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP89350	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP89350

Other legal entity

Meeting Date

23/03/2022

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 1 - KEEPING OF ANIMALS

Repealed by-law No.

Details BY-LAW 17

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP89350

Signer Name TISHA CHAN

Signer Organisation PARTNERS OF SARVAAS CIAPPARA LAWYERS

Signer Role PRACTITIONER CERTIFIER

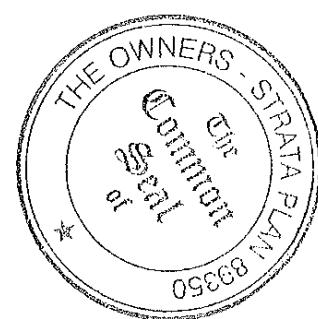
Execution Date 26/04/2022

ANNEXURE A

BYLAWS

SP89350

5-15 Belair Close, Hornsby 2077



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STRATA SCHEMES MANAGEMENT REGULATION 2010 - SCHEDULE 2

SCHEDULE 2 – Model by-laws for residential strata schemes

1 NOISE

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.

2 VEHICLES

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except as permitted by a sign authorized by the Owners Corporation
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on any visitor parking space on common property
- (3) An owner or occupier of a lot must not permit a motor or other vehicle to be parked or stood on common property except as permitted by a sign authorized by the Owners Corporation
- (4) Despite clause (3), an owner or occupier of a lot may permit any invitees of the owner or occupier who are visiting the lot to park or stand a motor or other vehicle in a visitor parking space on common property.
- (5) An owner or occupier of a lot must ensure that any motor or other vehicle that is parked in the parking space of their lot does not encroach on the car space of any other lot or the common property.
- (6) If an owner or occupier of a lot breaches this by-law the Owners Corporation may:
 - (a) Issue the owner or occupier a notice to comply with the by-law and place a copy of the notice on the vehicle of the owner or occupier and the noticeboard and include in the notice the date and time of, and the registration number of the vehicle involved in, the breach of the by-law;
 - (b) Apply to the NSW Civil & Administrative Tribunal for an order to require the owner or occupier to comply with the by-law;
 - (c) Apply to the NSW Civil & Administrative Tribunal for an order that the owner or occupier pay a monetary penalty of up to \$1,100.00 for breaching the notice to comply;

If the by-law is breached within 12 months of the issue of the notice to comply, apply to the NSW Civil & Administrative Tribunal for an order that the owner or occupier pay a monetary penalty of \$2,200.00

3 OBSTRUCTION OF COMMON PROPERTY

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

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4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

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

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

5 DAMAGE TO COMMON PROPERTY

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device 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) 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 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device 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.

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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

- (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) Despite clause (1), an owner or occupier of a lot must not deposit or dump on the common property or in the garbage area any furniture or household items.
- (3) The Owners Corporation may:
 - (a) move furniture or household items that block an entrance or exit to another place on the common property; or
 - (b) dispose of furniture or household items that are left on the common property, including in the garbage area, that are perishable goods or rubbish;without placing a notice on or near the goods that complies with clause 32(3) of the *Strata Schemes Management Regulation 2016*.
- (4) The Owners Corporation may dispose of furniture or household items that are left on the common property, including in the garbage area, that are not perishable goods or rubbish if the Owners Corporation places a notice on or near the furniture or household items that complies with clause 32(3) of the *Strata Schemes Management Regulation 2016* and the furniture or household items have not been removed from the common property within the period specified in that notice.
- (5) Despite any other by-law, an owner or occupier of a lot must not store any hazardous materials on the common property

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10 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. Such 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 provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:
"washing" includes any clothing, towel, bedding or other article of a similar type.

11 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.

12 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.

13 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

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14 CHANGES TO FLOOR COVERINGS AND SURFACES

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

The notice must specify the type of the proposed floor covering or surface.

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

15 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.

16 GARBAGE DISPOSAL

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

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

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- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 KEEPING OF ANIMALS – REPEALED

18 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 10.

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).

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20 PROVISION OF AMENITIES OR SERVICES

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 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.

22 SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

23 CHILD SAFETY WINDOW LOCKS

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Strata Schemes Management Act 2015.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:

- (a) install Child Window Safety Devices; and
- (b) to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

- (a) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and

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- (b) when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- (c) any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

PART 2 "GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3 - DEFINITIONS & INTERPRETATION

3.1 Definitions

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

- (a) Act means the Strata Schemes Management Act 2015.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) Building means the building situated at Evelyn Gardens, 5-15 Belair Close, HORNSBY NSW 2077.
- (d) Child Window Safety Device means the installation of:
 - (i) a device which allows a window to be locked with a maximum opening of 125mm;
 - (ii) the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - (iii) any legislative requirement that amends or replaces sub clauses 3.1(d)(i) and/or (ii), to Non-compliant Windows.
- (e) Non-compliant Window means any openable window in the building where:
 - (i) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - (ii) the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - (iii) any legislative requirement that amends or replaces sub clauses 3.1(e)(i) and/or (ii).
- (f) Lot means any individual lot in strata plan 89350.
- (g) Owner means owner of a Lot.

3.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 4 - INSTALLATION OF CHILD WINDOW SAFETY DEVICE

4.1 The Owners Corporation shall install a Child Window Safety Device to every Non-compliant Window.

4.2 The Owners Corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the Owners Corporation comply with the said directions, orders and requirements.

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4.3 The Owners Corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

4.4 The Owners Corporation must comply with the Home Building Act 1989 where relevant.

4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.

4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.

4.7 The Owners Corporation may, if it chooses to do so engage a third-party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5 • ACCESS

5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under section 122 (1) (a) of the Act, to access the Lot for the purpose of:

- (a) installing the Child Window Safety Devices; and
- (b) determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The Owners Corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

PART 6 - MAINTENANCE, REPAIR AND REPLACEMENT

6.1.1 The Owners acknowledge and agree that:

- (a) they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged, defaced or no longer compliant safety window devices; and
- (b) the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- (a) the Owners Corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- (b) Upon determining that the Child Window Safety Device requires repair or replacement, the Owners Corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- (c) If the owner or any occupant of the lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the Owners Corporation will provide a copy of the tax invoice for such repair or replacement to the owner; and the owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

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24 MINOR RENOVATIONS

"Minor renovations" include but are not limited to work for the purposes of the following:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors,
- (d) installing or replacing wiring or cabling or power or access points,
- (e) work involving reconfiguring walls,
- (f) installing a false or suspended ceiling,
- (g) installing ceiling insulation, ceiling downlights
- (h) installing a split system air conditioner,
- (i) installing a clothesline or similar laundry drying device,
- (j) installing a pergola or awning,
- (k) installing double or triple glazed windows,
- (l) installing a satellite dish or television antenna,
- (m) installing a whirly bird, extraction fan or similar device,
- (n) any other work prescribed by the regulations for the purposes of this subsection

Before obtaining the approval of the strata committee, an owner of a lot must give written notice of proposed minor renovations to the strata committee, including the following:

- (a) details of the work, including copies of any plans,
- (b) duration and times of the work,
- (c) details of the persons carrying out the work, including qualifications to carry out the work,
- (d) arrangements to manage any resulting rubbish or debris.
- (e) An owner of a lot must ensure that any damage caused to any part of the common property or to another lot by the carrying out of minor renovations by or on behalf of the owner is repaired, and the minor renovations and any repairs are carried out in a competent and proper manner.
- (f) The lot owner is responsible for the cost of the work as well as the ongoing maintenance, replacement or removal of the work and for the cost of any repairs to any part of the common property or to another lot caused by the work.
- (g) The owner indemnifies the Owners Corporation against all actions, claims, demands, costs or damages made against the Owners Corporation arising out of the works.

25 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

A. In the event that an owner or occupier of a lot breaches a registered by-law in the strata plan, the Owners Corporation may:

to the extent permitted by law, recover from the owner or occupier as a debt:

- (a). The expenses incurred by the Owners Corporation arising out of or caused by a breach of by-laws, including expenses incurred rectifying, preventing, or attempting to rectify, restrain or prevent

a breach, such as strata managing agent's and legal or administrative costs to:

- (1) issue a notice to comply with a by-law,
- (2) prepare an application for and attend mediation,
- (3) prepare an application for an order by a tribunal,
- (4) prepare an application for a penalty to be imposed,
- (5) Appear at the tribunal on behalf of the Owners Corporation.
- (6) Any costs incurred relating to action taken to remedy a breach of by-law.

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(b). the expenses incurred by the Owners Corporation recovering any or all of the expenses and the costs of and related to the breach of by-laws, including legal costs and disbursements on an indemnity basis.

B. Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of any by-law.

C. In addition to any other rights of the Owners Corporation under this by-law, the Owners Corporation may charge interest (in accordance with section 85 of the Strata Schemes Management Act 2015) on any amounts if not paid at the end of one month after they become due and payable by the owner under this by-law.

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SPECIAL BY-LAW 1 – KEEPING OF ANIMALS

PART 1 - PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 to the Act.

1.2 It is made for the purpose of the control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme.

1.3 The intended effect and purpose of this by-law is to regulate the keeping of animals in the Strata Scheme by imposing a prohibition on the animals being kept on lots or the common property unless the written approval of the Owners Corporation is first obtained.

1.4 The prohibition will not apply to an Assistant Animal.

1.5 This by-law is made pursuant to the power conferred on the Owners Corporation pursuant to section 136 of the Act.

PART 2 - DEFINITIONS AND INTERPRETATIONS

2.1 In this by-law, the following terms are defined to mean:

- (a) "Act" the Strata Schemes Management Act 2015.
- (b) "Animal" means any animal, including but limited to, a bird, fish, dog, cat or other mammal, or reptile.
- (c) "Assistance Animal" means a dog or other animal:
 - (i) accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist a person with a Disability to alleviate the effect of the disability; or
 - (ii) accredited by an animal training organization prescribed by the regulations made pursuant to the Disability Discrimination Act 1992; or
 - (iii) trained:
 - (aa) to assist a person with a Disability to alleviate the effect of the disability; and
 - (bb) to meet standards of hygiene and behaviours that is appropriate for an Animal in a public place.
- (d) "Dangerous dog" means a dangerous dog as defined in the Companion Animals Act 1998.
- (e) "Disability" has the same meaning attributed to it under Section 4 of the Disability Discrimination Act 1992.
- (f) "Lot" means any lot in the Strata Plan.
- (g) "Nuisance cat" or "Nuisance dog" means a nuisance cat or dog as defined in the Companion Animals Act 1998.
- (h) "Owners Corporation" means the body corporate constituted by the registration of the Strata Plan.
- (i) "Restricted dog" means a restricted dog defined in the Companion Animals Act 1998.
- (j) "Strata Plan" means strata plan 89350 .
- (k) "Strata Scheme" means the strata scheme created by the registration of the Strata Plan.

2.2 In this by-law, unless the context otherwise requires, references to legislation include references to amending and replacing legislation.

PART 3 - PROHIBITIONS

3.1 Subject to section 139(5) of the Act and the provisions of this by-law, an owner or occupier of a Lot must not keep any Animal on the Lot or the common property without the prior written approval of the Owners Corporation.

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3.2 EXEMPTION

The Owners Corporation will give an acknowledgement to an owner or occupier to keep an Assistance Animal on a Lot if the owner or occupier has a Disability which requires the owner or occupier to keep an Assistance Animal on his or her Lot.

3.3 Notwithstanding clause 3.1, an owner or occupier may keep fish in an enclosed aquarium and/or one (1) caged bird.

PART 4 - APPLICATION TO KEEP ANIMAL

4.1 APPLICATION

An owner or occupier who wishes to keep an Animal on the Lot must submit an application in writing to the Owners Corporation.

4.2 The application shall include:

- a) details of the type of Animal proposed to be kept (including type, breed, age, size (including weight), colour and behavioural characteristics);
- b) a photograph of the Animal;
- c) details of any registration of the Animal;
- d) the name of the Animal;
- e) details as to whether or not the Animal is de-sexed;
- f) details, if the Animal is a cat or dog, of the microchip details with the local council.
- g) details of the person proposing to keep the Animal on the Lot; and
- h) where applicable, the owner's written consent for any occupier of the respective owner's Lot to keep an Animal on that lot.

4.3 APPROVAL

The Owners Corporation must not unreasonably withhold its approval of the keeping of the Animal on the Lot or common property.

4.4 The Owners Corporation must notify the owner or occupier in writing that the application has been approved or refused, as the case may be.

4.5 Notwithstanding clause 4.3 the Owners Corporation will not give an owner or occupier consent to keep:

- a) an Animal that is vicious, aggressive, noisy or difficult to control;
- b) a dog that is not registered under the Companion Animals Act 1998; or
- c) a Nuisance cat, a Nuisance dog, a Dangerous dog or Registered dog on a Lot or the common property.

4.6 In addition to the restrictions provided for in clause 4.5 hereof, the Owners Corporation will not provide consent for:

- a) more than one cat in a Lot; and
- b) a dog weighing more than 15 kilograms.

PART 5 - CONDITIONS

5.1 ENDURING OBLIGATIONS

Subsequent to obtaining the approval of the Owners Corporation pursuant to clause 4.3, the owner or occupier must:

- (a) keep the Animal on the Lot at all times;
- (b) carry or leash the Animal when it is on common property;
- (c) take such action as necessary to promptly clean all areas of the Lot and the common property

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- soiled by the Animal including making use of, where applicable, a soiling bag which must properly and hygienically be disposed of in a non-offending manner that prevents the emission of odour;
- (d) prevent the Animal from causing damage to the common property of the Strata Scheme and if damage occurs, immediately rectify the said damage at his or her own cost;
- (e) ensure that the Animal does not create a nuisance or interfere with the peaceful enjoyment of the owner or occupier of another Lot in the Strata Scheme;
- (f) prohibit the Animal from roaming freely on the common property;
- (g) ensure that any product arising from the disposal of food and litter waste is securely packaged to limit:
- (i) odours occurring in the receptacles for garbage; and
 - (ii) the attraction of vermin or other pests to the common property, including the area designated for the storage of receptacles for garbage;
- (h) ensure the Animal is kept free of parasites and treated for parasites such as fleas and worms at least once a quarter;
- (i) comply with all other applicable by-laws in force for the Strata Scheme.

5.2 If the Animal becomes a Dangerous dog, a Nuisance cat, a Nuisance dog or a Restricted dog, the owner or occupier must immediately remove the Animal from the Strata Scheme.

5.3 In the event that the owner or occupier fails to comply with clause 5.2 then, without limiting the generality of clause 9 hereof, the Owners Corporation may serve a written notice to comply in accordance with section 146 of the Act.

5.4 INDEMNITY

An owner or occupier who keeps an Animal on the Lot agrees to indemnity the Owners Corporation in respect to any cost, claim, action, damage, expense, loss or injury caused by it to any Lot, common property or any person lawfully in the Strata Scheme.

PART 6 - ASSISTANCE ANIMALS

6.1 APPLICATION OF PARTS 6 and 7
Parts 6 and 7 relate to Assistance Animals.

6.2 APPLICATION TO KEEP ASSISTANCE ANIMAL

If an owner or occupier of a Lot has a Disability and intends to keep an Assistance Animal, then the respective owner or occupier must submit to the Owners Corporation an application in writing for its acknowledgement that the owner or an occupier may keep an Assistance Animal on the Lot which application shall include:

- (a) a report, prepared by a registered medical practitioner, providing details of the owner or occupier's medical condition and which recommends that the owner or occupier keep an Assistance Animal on the Lot;
- (b) details of the type of Assistance Animal proposed to be kept (including type, breed, age, sex and colour);
- (c) a photograph of the Assistance Animal;
- (d) details as to whether or not the Assistance Animal is de-sexed;
- (e) details of the person proposing to keep the Assistance Animal on the Lot; and
- (f) where applicable, the owner's written consent for any occupier of the respective owner's Lot to keep an Assistance Animal on that Lot.

6.3 In addition to the report referred to in clause 6.2(a), the report must provide details of the owner's or occupier's sight or hearing condition, as the case may be.

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6.4 FURTHER REQUIREMENTS (ACCREDITATION AND ASSISTANCE)

An owner or occupier wishing to keep an Assistance Animal upon a Lot must in addition to the other conditions imposed by this by-law include in the application details of:

- a) the accreditation provided with respect to the Assistance Animal;
- b) the training undertaken by the Assistance Animal;
- c) how the Assistance Animal provides assistance to that owner or occupier.

6.5 In complying with clause 6.4(b), an owner or occupier must submit a report from a veterinary specialist and evidence from the person or persons who provided the training.

6.6 Upon receiving an application for the keeping of an Assistance Animal, the Owners Corporation may:

- a) provide to the owner or occupier an acknowledgement in writing that the owner or occupier shall keep the Assistance Animal on the Lot; or
- b) refuse to provide an acknowledgement where, in its absolute discretion, it determines the owner or occupier has not complied with the conditions imposed pursuant to this by-law.

PART 7 - CONDITIONS

7.1 ENDURING OBLIGATIONS

Subsequent to obtaining the acknowledgement of the Owners Corporation pursuant to clause 4.5(a), the owner or occupier must:

- (a) keep the Assistance Animal on the Lot at all times;
- (b) carry or leash the Assistance Animal when it is on common property;
- (c) take such action as necessary to promptly clean all areas of the Lot and the common property soiled by the Assistance Animal including making use of, where applicable, a soiling bag which must properly and hygienically be disposed of in a non-offending manner that prevents the emission of odour;
- (d) prevent the Assistance Animal from causing damage to the common property of the Strata Scheme and if damage occurs, immediately rectify the said damage at his or her own cost;
- (e) ensure that the Assistance Animal does not create a nuisance or interfere with the peaceful enjoyment of the owner or occupier of another Lot in the Strata Scheme;
- (f) prohibit the Assistance Animal from roaming freely on the common property;
- (g) ensure that any product arising from the disposal of food and litter waste is securely packaged to limit:
 - (i) odours occurring in the receptacles for garbage; and
 - (ii) the attraction of vermin or other pests to the common property, including the area designated for the storage of receptacles for garbage;
- (h) ensure the Assistance Animal is kept free of parasites and treated for parasites such as fleas and worms at least once a quarter;
- (i) comply with all other applicable by-laws in force for the Strata Scheme.

7.2 INDEMNITY

An owner or occupier who keeps an Assistance Animal on the Lot agrees to indemnify the Owners Corporation in respect to any cost, claim, action, damage, expense, loss or injury caused by it to any Lot, common property or any person lawfully in the Strata Scheme.

PART 8 - REGISTER

8.1 The Owners Corporation may keep a register of all Animals and Assistance Animals being kept by owners and occupiers in the Strata Scheme and shall update the register as required from time to time.

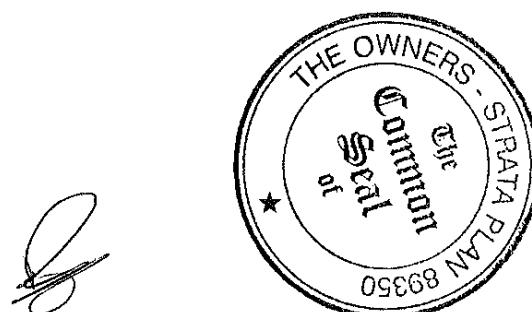
SP89350

PART 9 - BREACH OF BY-LAW

9.1 NOTICE

Should any owner or occupier fail to comply with this by-law or if any Assistance Animal, being kept by an owner or occupier with the proper approval of the Owners Corporation, becomes or constitutes a nuisance pursuant to section 153 of the Act, then:

- (a) the Owners Corporation may serve, on the owner or occupier keeping the offending Animal or Assistance Animal, written notice to comply, in accordance with section 146 of the Act, with the terms of this by-law; and
- (b) if the owner or occupier fails to comply with the notice specified in clause 8.1(a) hereto then the Owners Corporation shall, in its absolute discretion, require the owner or occupier of the offending Animal or Assistance Animal to remove it from the Lot and the Strata Scheme by serving written notice demanding such removal be effected within 21 days from the date of service of the notice.
- (c) The Owners Corporation may also rectify any breach of the by-law by,
- d) entering on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
- e) recovering as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.



Form: 15CH
Release: 2.1

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

Strata Schemes Management Act 2015
Real Property Act 1900

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

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/SP89350
-------------------	---------------------------------------

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any WESTSIDE STRATA P O BOX 241, FAIRFIELD 1860 9791 9933 Reference: FRANCK VIGOUROUX franck@westside.net.au	CODE CH
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(C) The Owners-Strata Plan No. 89350 certify that a special resolution was passed on 23/3/2022

(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. BY-LAW 17

Added by-law No. SPECIAL BY-LAW 1

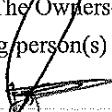
Amended by-law No. NOT APPLICABLE

as fully set out below:

SPECIAL BY-LAW 1 – KEEPING OF ANIMALS

(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. 89350 was affixed on 18/4/2022 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: FRANCK VIGOUROUX

Authority: STRATA MANAGER

Signature: 

Name: 

Authority: 



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?
 - (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 attorney.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
 5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.
- Title**
6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
 7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (the Act).
 8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
 9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.
- Adjustments**
10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
 11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
- Survey and building**
12. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
 13. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) 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*.
 14. 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?

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

Affectations, notices and claims

17. In respect of the property and the common property:
- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - 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?
 - Is the vendor aware of:
 - any road, drain, sewer or storm water channel which intersects or runs through them?
 - any dedication to or use by the public of any right of way or other easement over any part of them?
 - any latent defects in them?
 - Has the vendor any notice or knowledge of them being affected by the following:
 - any resumption or acquisition or proposed resumption or acquisition?
 - 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.
 - 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?
 - any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining them?
 - any contamination of them?

Owners corporation management

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

Capacity

22. 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

23. 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.
24. 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.
25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
26. The purchaser reserves the right to make further requisitions prior to completion.
27. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED

Certificate Number: A2352807
Reference: 2549:137530
Issue Date: 21 April 2023
Receipt No.: 7463041
Fee Paid: \$62.00

ADDRESS: No. 35/5-15 Belair Close, HORNSBY NSW 2077
DESCRIPTION: Lot 35 SP 89350

The land is zoned: R4 High Density Residential

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2021.

**THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 10.7 (2) OF THE ABOVE ACT.**

1. Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

(a) **Local Environmental Plans**

The Hornsby Local Environmental Plan (HLEP) 2013, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

Refer to Council's website www.hornsby.nsw.gov.au/hlep to view the HLEP.

(b) **State Environmental Planning Policies**

SEPP (Biodiversity and Conservation) 2021
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Housing) 2021
SEPP (Industry and Employment) 2021
SEPP (Planning Systems) 2021
SEPP (Precincts - Eastern Harbour City) 2021
SEPP (Primary Production) 2021
SEPP (Resilience and Hazards) 2021
SEPP (Resources and Energy) 2021
SEPP (Sustainable Buildings) 2022 *
SEPP (Transport and Infrastructure) 2021
SEPP No. 65 – Design Quality of Residential Apartment Development

* Note: Commences 1 October 2023

(c) **Deemed State Environmental Planning Policies**

Nil

(d) **Development Control Plans**

The Hornsby Development Control Plan (HDCP) 2013, as amended, applies to all land in the Shire unless otherwise stated in the certificate.

Refer to Council's website www.hornsby.nsw.gov.au/hdcp to view the HDCP.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) **Proposed Local Environmental Plans**

No proposed Local Environmental Plans apply to this land.

(b) **Proposed State Environmental Planning Policies**

No proposed State Environmental Planning Policies apply to this land.

(c) **Draft Development Control Plans**

NO

Note: Proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument – the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section –

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. **Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described -

- (a) the identity of a zone, whether by reference to –
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,

The HLEP 2013 applies to the land unless otherwise stated in this certificate and identifies the land to be:

R4 High Density Residential

- (b) the purposes for which development in the zone-

- (i) may be carried out without development consent, and
- (ii) may not be carried out except with development consent, and
- (iii) is prohibited,

Refer to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development without Consent and Exempt Development

- (c) whether additional permitted uses apply to the land,

NO

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

NO

- (e) whether the land is an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

NO

- (f) whether the land is in a conservation area, however described,

NO

- (g) whether an item of environmental heritage, however described, is located on the land.

NO

3. Contributions plans

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Hornsby Section 7.11 Development Contributions Plan 2020-2030
Hornsby Section 7.12 Development Contributions Plan 2019-2029

If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

NO**4. Complying development**

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

Housing Code and Rural Housing Code

Complying Development under the Housing Code or Rural Housing Code **may be** carried out on the land.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code **may not** be carried out on the land. The land is affected by specific land exemptions.

Note. Any specific land exemptions listed apply to all or part of the land. Complying development that is located on a part of the land that does not comprise the land that forms a specific land exemption may be carried out on that part of the land. The land that does not satisfy the various land based requirements under Clauses 1.17A, 1.18 and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 are shown coloured pink in Council's web-based Mapping Application by ticking the "Code SEPP-Non Complying Land/Low Rise Housing Diversity" map layers. The Mapping Application can be accessed on desktop computers, tablets or mobile phones by clicking on the relevant link on Council's HLEP webpage www.hornsby.nsw.gov.au/hlep

- Complying development for the purpose of this Policy is not permissible for the land zone under the *Hornsby Local Environmental Plan 2013*. Clause 1.18(1)(b) states that to be complying development for the purpose of this Policy, the development must be permissible, with consent, under an environmental planning instrument applying to the land on which the development is carried out.

Industrial and Business (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code **may be** carried out on the land.

Housing Alterations, General Development, Industrial and Business Alterations, Container Recycling Facilities, Subdivisions, Demolition and Fire Safety Codes (Other Codes)

Complying Development under the Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code, Container Recycling Facilities, Subdivisions Code, Demolition Code or Fire Safety Code **may be** carried out on the land.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

NOT APPLICABLE

5. Exempt development

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

General Exempt Development Code

Exempt Development under the General Exempt Development Code **may be** able to be carried out on the land if all requirements of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* are satisfied.

Note: This section refers only to land based exclusions as listed in Clause 1.16(1)(b1)-(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP). To be exempt development, the development must satisfy

the specific standards specified for that development as required by the Codes SEPP. The Codes SEPP can be viewed on the NSW Legislation website: [Codes SEPP](#)

Advertising and Signage Exempt Development Code

Exempt Development under the Advertising and Signage Exempt Development Code **may be** able to be carried out on the land if all requirements of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* are satisfied.

Note: This section refers only to land based exclusions as listed in Clause 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) (Codes SEPP). To be exempt development, the development must satisfy the specific standards specified for that development as required by the Codes SEPP. The Codes SEPP can be viewed on the NSW Legislation website: [Codes SEPP](#)

Temporary Uses and Structures Exempt Development Code

Exempt Development under the Temporary Uses and Structures Exempt Development Code **may be** able to be carried out on the land. The land is affected by specific land exemptions.

Note: This section refers only to land based exclusions as listed in Clause 1.16(1)(b1)-(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP). To be exempt development, the development must satisfy the specific standards specified for that development as required by the Codes SEPP. The Codes SEPP can be viewed on the NSW Legislation website: [Codes SEPP](#)

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

NOT APPLICABLE

6. Affected building notices and building product rectification orders

- (1) Whether the council is aware that –
 - (a) An affected building notice is in force in relation to the land, or
 - (b) A building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) A notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section –

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

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

7. Land reserved for acquisition

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

(A) **State Environmental Planning Policy?**

NO

(B) **Hornsby Local Environmental Plan 2013?**

NO

(C) **Planning Proposal?**

NO

8. Road widening and road alignment

Whether the land is affected by road widening or road realignment under –

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

NO

(b) an environmental planning instrument, or

NO

(c) a resolution of the council.

NO

9. Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

NO

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

UNKNOWN

- (3) In this section –

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

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

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

Council's and other public authorities' policies on hazard risk restrictions are as follows:

- (A) **Landslip**

YES

All or part of the land has a gradient in excess of 20%. Section 1C.1.4 Earthworks and Slope of the *Hornsby DCP 2013* contains provisions that restrict development on land with the potential for landslip. Specifically, the provisions require certification from a geotechnical engineer as to the stability of the slope in regards to the proposed design of development on sloping sites with a gradient in excess of 20%.

Hornsby DCP 2013 can be viewed on Council's website hornsby.nsw.gov.au/hdcpc or at Council's Administration Building or Libraries.

Note: This is a statement of Council and/or Public Authority Policy as the land has a landslip risk but NOT a statement on whether or not the property is or has been affected by landslip.

(B) **Bushfire**

NO

(C) **Tidal inundation**

NO

(D) **Subsidence**

NO

(E) **Acid Sulfate Soils**

NO

(F) **Land contamination**

NO

Council's electronic property records do not identify the land to be contaminated, being contaminated, as having been remediated or being remediated. Notwithstanding, consideration of Council's policy and the application of provisions under relevant State legislation may still be warranted if upon further evaluation the land is found to be contaminated or potentially contaminated.

Section 1.C.3.4 Land Contamination of the *Hornsby DCP 2013* contains provisions that restrict the development of land affected by contamination or that is potentially contaminated. Specifically, the provisions may require preliminary contamination assessments, detailed investigations, remedial action plans, validation reports and site audit statements to be undertaken pursuant to *SEPP No. 55 Remediation of Land* before a site is suitable for certain development.

Hornsby DCP 2013 can be viewed on Council's website hornsby.nsw.gov.au/hdcp or at Council's Administration Building or Libraries.

Notes: Council undertakes a thorough review of all relevant records (including hard copy property files) for land within zones with a higher propensity for potentially contaminating land uses (i.e. non-residential zoned land) to identify previously approved land uses which have the potential to cause contamination in accordance with the *Managing Land*

Contamination - Planning Guidelines. The result of this review is provided on Certificates issued under Section 10.7 (5) of the *EP&A Act 1979*.

If you have any queries regarding a landowner's obligations in relation to contamination issues, it is recommended that you seek your own independent professional advice.

(G) **Aircraft noise**

NO

(H) **Salinity**

NO

(I) **Coastal hazards**

NO

(J) **Sea level rise**

NO

(K) **Another risk, other than flooding**

NO

11. Bush fire prone land

Whether any of the land has been identified as bush fire prone land?

NO

12. Loose-fill asbestos insulation

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

NO

13. Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

15. Property vegetation plans

Whether the land is land to which property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies to this land?

NO

16. Biodiversity stewardship sites

Whether the land is land to which a biodiversity stewardship site agreement under Part 5 of the Biodiversity Conservation Act 2016 relates (but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust)?

NO

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

17. Biodiversity certified land

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

NO

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

18. Orders under Trees (Disputes Between Neighbours) Act 2006

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

NO

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

- (1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

NO

- (2) In this section –

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note- Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

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

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

NO

21. Development consent conditions for seniors housing

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

NO

22.

Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under State Environmental Planning policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

NO

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

NO

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

NO

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

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

NO

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

NO

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

NO

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is used,

NO

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

NO



Steven Head
General Manager per.....

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE.

WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.

Hornsby Local Environmental Plan 2013 - Land Use Table

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high-density residential environment.
- To provide a variety of housing types within a high-density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

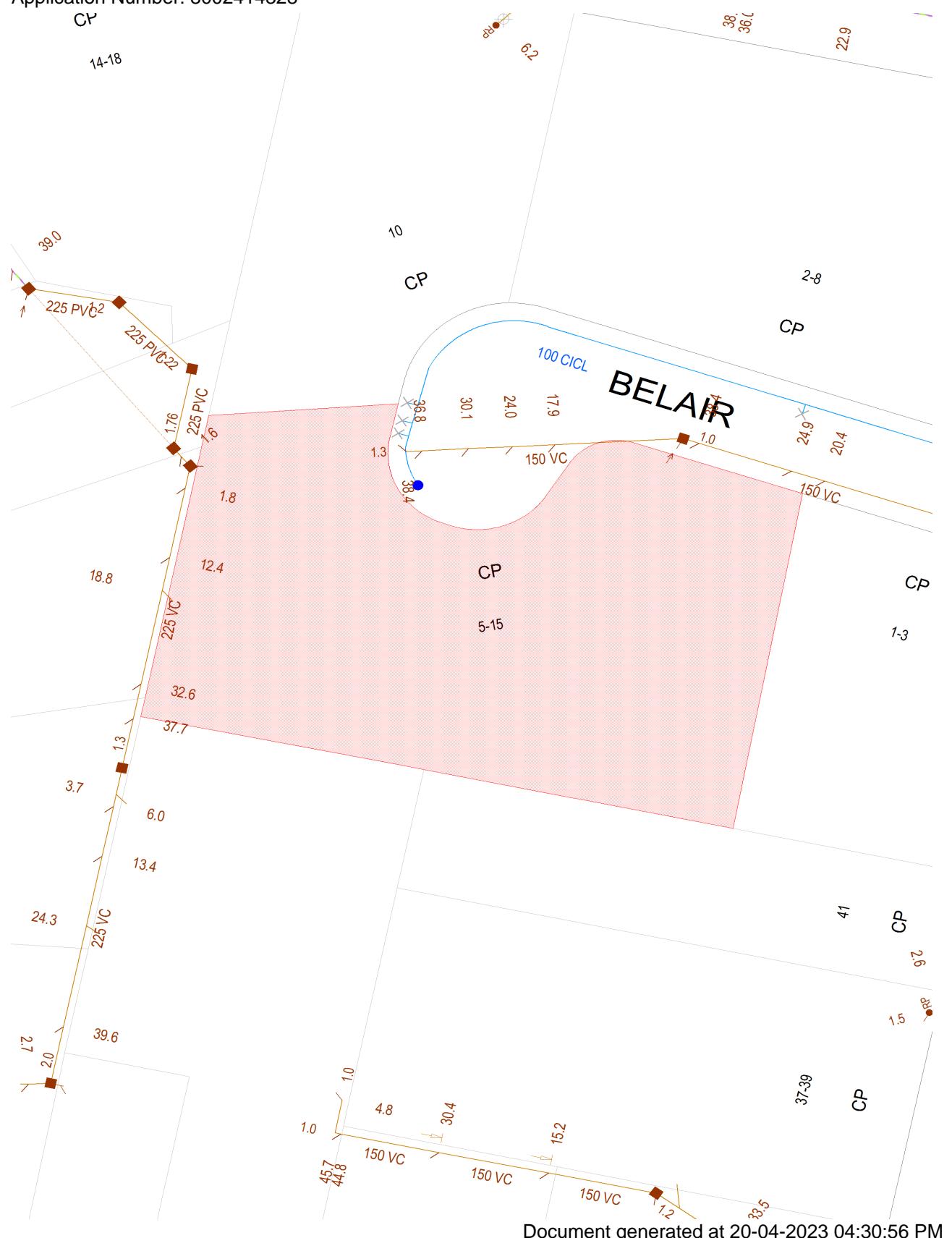
Boarding houses; Building identification signs; Business identification signs; Centre-based childcare facilities; Community facilities; Dwelling houses; Emergency services facilities; Flood mitigation works; Home-based child care; Home occupations; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Shop top housing; Water reticulation systems

4 Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any other development not specified in item 2 or 3

Service Location Print

Application Number: 8002414328



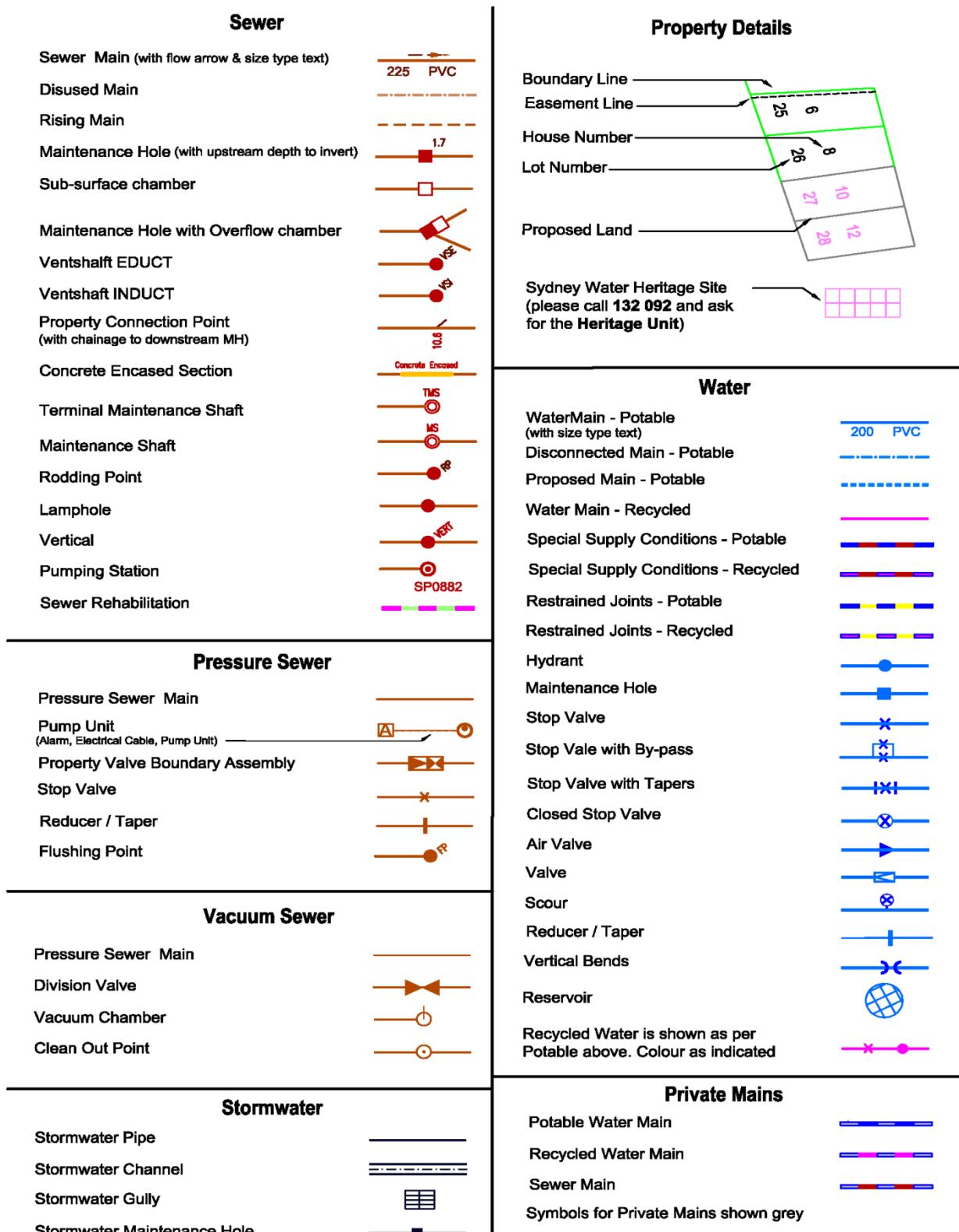
Document generated at 20-04-2023 04:30:56 PM

Disclaimer

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



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

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

Further Information

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

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

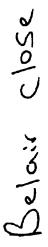
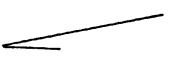
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8002414315

		
		
SEWER SERVICE DIAGRAM		
Lot No. <u>23547</u> DP No. <u>525010</u> House No. <u>515</u> IRB Of <u>Hawkesbury</u> IGA No. <u>130521c</u>		
Street <u>Selby Close</u> Suburb <u>HORNSBY</u> Scale <u>1:250</u> SSD <u>502723</u> Now/Coc No. <u>G.A. 11.20.7</u> Date <u>17-12-15</u>		
<small>NOTE: Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and DFT Sewer Service Diagram Requirements.</small> <small>© State of New South Wales through NSW Fair Trading May 2012</small>		
		
		
		
		
		
		
		
		



Standard form from 28 September 2020 Residential tenancy agreement

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

IMPORTANT INFORMATION

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

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

THIS AGREEMENT IS MADE ON 17/10/2022 AT 18:18

BETWEEN

Landlord Name (1):

Chunxing SUN

Landlord Name (2):

katherinesun130@gmail.com

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

Note: The above information must be provided for landlord(s), whether or not there is a landlord's agent

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

C/- 2 Australia Avenue

Suburb:

Sydney Olympic Park

State:

NSW

Postcode:

2127

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

Tenant Name (1):

Tim De Wall

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

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

Unit 35/5-15 Belair Close

Suburb:

HORNSBY

State:

NSW

Postcode:

2077

Contact details:

Tim De Wall, M: 0415609528, E: tim.dewall@hotmail.com.au

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

Landlord's agent details: [If applicable]

Agent name:

The Property Investors Alliance P/L

Business address for service of notices:

2 Australia Avenue

Suburb:

State:

Postcode:

Sydney Olympic Park**NSW****2127**

Contact details: [This must include a telephone number]

02 9192 2828**Tenant's agent details: [If applicable]**

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

The term of this agreement is -

- 6 months 12 months 2 years 3 years
 5 years Other (please specify):

 Periodic (no end date)starting on **26 / 10 / 2022** and ending on **24 / 10 / 2023** [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]:

Lot 35, Unit 35/5-15 Belair Close HORNSBY NSW 2077

The residential premises include:

1.0 Car space(s)

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

Rent:The rent is \$ **480.00** per **week** payable in advance starting on **14 /12 /2022****Note:** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.***** The rent is \$420 per week from 26/10/2022 to 13/12/2022 *****For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

The method by which the rent must be paid:

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

BSB number:

--

account number:

--

account name:

--

payment reference:

--

, or

(b) to -- at -- by cash, or

(c) as follows: BPAY - Payee Name: The Property Investors Alliance P/L, Biller Code: 4481, DEFT Reference: 42417022

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 \$ 1680.00..... 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 Bond Online.

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

IMPORTANT INFORMATION

Maximum number of occupants

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

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: AGL..... Telephone: 131 766.....

Plumbing repairs: AGL..... Telephone: 131 766.....

Other repairs: Opcon Plumbing Pty Ltd..... Telephone: 0411 546 162.....

Water usage

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

If yes, see clauses 12 and 13.

Utilities

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

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

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

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

Smoke alarms

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

- Hardwired smoke alarms
- Battery operated smoke alarms

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

Yes No

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

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

Yes No

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

 9V

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

Strata by-laws

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

Yes No

If yes, see clauses 38 and 39.

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

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

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

Landlord

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

Yes No

If yes, see clause 50.

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

michaellee@pia.com.au OR the current property manager email

Tenant

Yes No

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

If yes, see clause 50.

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

tim.dewall@hotmail.com.au

Condition report

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

Tenancy laws

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

The Agreement

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

- The landlord agrees** to give the tenant:

- 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
- a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. The tenant agrees:

- to pay rent on time, and
- to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 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:

- 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
- 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
- not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 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
- not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and

- to make a rent receipt available for collection by the tenant or to post it to the residential premises 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

- 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

- 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.

- 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:

- that the increased rent is payable from the day specified in the notice, and
- 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
- that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

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

- are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

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

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

10. The landlord agrees to pay:

- 10.1** rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

- 10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

11. The tenant agrees to pay:

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

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

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

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

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

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

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

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

17. The tenant agrees:

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

- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.
- 18. The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1** to remove all the tenant's goods from the residential premises, and
 - 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
 - 18.3** to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
 - 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
 - 18.5** to make sure that all light fittings on the premises have working globes, and
 - 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.
- Note.** Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).
- LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**
- 19. The landlord agrees:**
- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and
- Note 1.** Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:
- a) are structurally sound, and
 - b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
 - c) have adequate ventilation, and
 - d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- e) have adequate plumbing and drainage, and
 - f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
 - g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.
- Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:
- a) are in a reasonable state of repair, and
 - b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
 - c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and
 - d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
 - 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
 - 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
 - 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
 - 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
 - 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

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

URGENT REPAIRS

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

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

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

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

SALE OF THE PREMISES

21. The landlord agrees:

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

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

23. The landlord and tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

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

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.
- ## PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS
- 28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'.
- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.
- ## FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES
- 30. The tenant agrees:**
- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

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

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

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

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

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

33. The tenant agrees:

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

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

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

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

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

[Cross out clauses if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

[Cross out clauses if no rental bond is payable]

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

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

SMOKE ALARMS

42. The landlord agrees to:

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

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

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

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

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

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

SWIMMING POOLS

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

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

COMBUSTIBLE CLADDING

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

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

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SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

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

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

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

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.

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and the tenant agree:**

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

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

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

Cat - Ragdoll - small/minature

- 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.

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

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

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

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

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

6. Warning

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

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

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

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

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

The Property Investors Alliance Pty Ltd

Signature of landlord/agent



on the 27 day of October 2022

LANDLORD INFORMATION STATEMENT

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

Signature of landlord/agent



on the 21 day of June 2022

SIGNED BY THE TENANT (1)

Name of tenant

Tim De Wall

Signature of tenant



on the 18 day of October 2022

SIGNED BY THE TENANT (2)

Name of tenant

Signature of tenant

on the day of 20__

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant

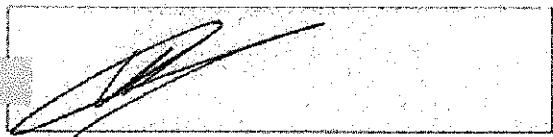
on the day of 20__

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

TENANT INFORMATION STATEMENT

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

Signature of tenant



on the 18 day of October 2022

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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