

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Infinity Property Agent Suite 308, 112-122 McEvoy Street, Alexandra, NSW 2015	Phone: 02 9699 1489 Fax: Email: info@infinityproperty.com.au
co-agent vendor	Xinyu Sheng C/- Infinity Property Agent	
vendor's solicitor	NHK Legal Suite 604, 74 Pitt Street, Sydney, NSW 2000	Phone: 0438 882 758 Fax: Email: nhklegal@gmail.com Ref: Xinyu Sheng
date for completion land (address, plan details and title reference)	42nd day after the contract date (clause 15)  405 /3 GEORGE JULIUS AVE ZETLAND NSW 2017, Lot 234 SP90402	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input 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	Phone: Fax: Email: Ref:			
price				
deposit	(10% of the price, unless otherwise stated)			
balance				
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

**SIGNING PAGE**

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

## Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yesNominated **Electronic Lodgment Network (ELN)** (clause 4): PEXA**Manual transaction** (clause 30)☒ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a **GSTRW payment**  
(GST residential withholding payment)☒ NO☐ yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
<b>Home Building Act 1989</b>	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Result Property Group  
 PO Box 1  
 Kingsgrove  
 NSW 1480  
 Telephone: 02 8669 8800  
 Email: admin@resultpg.com



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

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

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

## **2 Deposit and other payments before completion**

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

## **3 Deposit-bond**

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

405 /3 GEORGE JULIUS AVE ZETLAND NSW 2017

## **SPECIAL CONDITONS**

1. In the event of any discrepancy between these Special Conditions and the Printed Form of this Contract these Special Conditions shall prevail.

2. **Property Sold in Present Condition**

The Purchaser acknowledges that the Purchaser is purchasing the property in its present conditions and the Purchaser shall make no objection, requisition or claim (whether for compensation or not) in respect of the property or the improvements thereon.

3. **Late Completion**

- a) The Purchaser shall pay interest on the balance of the purchase price payable hereunder at the rate of eight per annum (8%) to the balance payable on completion and calculated on a daily basis from and including the completion date stipulated in this Contract to and including the date upon which this contract is completed.
- b) The Purchaser shall pay \$385.00 on account of the vendor's solicitor's fees as a result of purchaser's delay to settle, to be allowed by the purchaser on completion. This is an essential condition.
- c) The Vendor is not liable for any damage or loss due to vendor's inability to complete in accordance with the contract unless it is breach of an essential term of this contract.
- d) The Purchaser shall NOT be required to pay interests in the event that completion is delayed through fault of the vendor.

4. **Recovery of 10% Deposit**

Notwithstanding any other provisions of this Contract, if a deposit of less than ten percent (10%) of the purchase price is paid by the Purchaser, then for the purpose of clause 9 the deposit which the Vendor is entitled to keep or recover shall be deemed to be ten percent (10%) of the price and any difference between the deposit and the deemed deposit shall be paid by the Purchaser immediately to the Vendor upon demand.

5. All directors must be personal guarantors in the event of purchaser is a private company, other than listed public companies. The purchaser agreed to pay all outstanding strata levies on and from the date of the contract date, regardless of the date of determine. The purchaser shall access a strata report prior to the exchange. The purchaser clearly agreed to adjust the outstanding land tax and surcharge land tax on settlement.

6. **Real Estate Agent**

The purchasers warrants that they were not introduced to the Vendor or the property by any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendor's current agent, if any, referred to in this contract. The Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for

commission, which may be made by any real estate agent and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**7. Land Tax**

The purchaser expressly agreed that the vendor will pay the outstanding land tax and/or land tax Surcharge, if any, on settlement via PEXA settlement system. The vendor's solicitor will provide the Land Tax Assessment Notice to the purchaser's solicitor at least 7 days prior to the completion.

**8. Unavailable Dealings**

Because the following dealing (please read the list) were cancelled, the purchaser can't make any requisition, objection, delay or cancel settlement based on unavailability.

1. SP94994

**THE END**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 234/SP90402

SEARCH DATE	TIME	EDITION NO	DATE
30/1/2024	3:56 PM	4	8/9/2018

LAND

LOT 234 IN STRATA PLAN 90402  
AT ZETLAND  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

XINYU SHENG

(T AJ200279)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP90402
- 2 SP90402 RESTRICTION(S) ON THE USE OF LAND
- 3 AJ200280 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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PRINTED ON 30/1/2024



LAND  
REGISTRY  
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90402

SEARCH DATE	TIME	EDITION NO	DATE
30/1/2024	3:56 PM	5	23/1/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 90402  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ZETLAND  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP90402

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 90402  
ADDRESS FOR SERVICE OF DOCUMENTS:  
STRATWIDE MANAGEMENT P/L  
PO BOX 306, PYRMONT 2009

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 6641288 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PROPOSED RIGHT OF CARRIAGEWAY 20.8 WIDE SHOWN IN DP1011406.
- 3 AH313725 RIGHT OF PEDESTRIAN ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE WHOLE OF LOT 306 IN DP1063152
- 4 AH582371 POSITIVE COVENANT
- 5 AI885673 RESTRICTION(S) ON THE USE OF LAND
- 6 AI958258 LEASE TO AUSGRID OF SUBSTATION PREMISES NO. 61141 (P) TOGETHER WITH EASEMENT FOR ELECTRICITY WORKS (E) & (E1) & RIGHT OF WAY (R) ALL SHOWN SO DESIGNATED IN PLAN WITH AI958258. EXPIRES: 1/7/2064. OPTION OF RENEWAL: 25 YEARS.  
AK971351 LEASE OF LEASE AI958258 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)  
AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90402

PAGE 2

SECOND SCHEDULE (8 NOTIFICATIONS) (CONTINUED)

OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE  
DEALING. CLAUSE 12.1  
AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY  
SERVICES PTY LTD  
AK971571 CHANGE OF NAME AFFECTING LEASE AI958258 LESSEE  
NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING  
CORPORATION  
7 SP94994 INITIAL PERIOD EXPIRED  
8 AP850515 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 90402

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	250	2	246	3	314	4	280
5	301	6	218	7	334	8	327
9	264	10	323	11	297	12	306
13	279	14	219	15	316	16	312
17	233	18	276	19	285	20	308
21	305	22	222	23	319	24	314
25	235	26	313	27	264	28	311
29	307	30	224	31	320	32	307
33	237	34	310	35	290	36	313
37	312	38	231	39	325	40	312
41	244	42	312	43	285	44	255
45	479	46	511	47	253	48	285
49	307	50	334	51	285	52	240
53	240	54	325	55	244	56	461
57	262	58	235	59	307	60	313
61	265	62	241	63	327	64	246
65	420	66	253	67	226	68	310
69	314	70	267	71	267	72	329
73	275	74	422	75	234	76	227
77	312	78	316	79	269	80	266
81	331	82	281	83	424	84	231
85	229	86	312	87	317	88	270
89	270	90	332	91	253	92	426
93	233	94	230	95	314	96	316
97	271	98	271	99	334	100	270
101	428	102	234	103	231	104	318
105	321	106	273	107	270	108	336
109	286	110	430	111	235	112	230
113	263	114	494	115	527	116	549
117	235	118	237	119	285	120	472
121	516	122	516	123	244	124	268
125	459	126	570	127	459	128	483

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FOLIO: CP/SP90402

PAGE 3

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

## STRATA PLAN 90402

LOT	ENT	LOT	ENT	LOT	ENT
129	- 570	130	- 459	131	- 219
133	- 314	134	- 233	135	- 233
137	- 285	138	- 257	139	- 233
141	- 292	142	- 235	143	- 259
145	- 318	146	- 235	147	- 235
149	- 319	150	- 237	151	- 253
153	- 316	154	- 237	155	- 237
157	- 321	158	- 240	159	- 264
161	- 319	162	- 240	163	- 240
165	- 323	166	- 242	167	- 257
169	- 321	170	- 241	171	- 242
173	- 327	174	- 270	175	- 270
177	- 325	178	- 270	179	- 270
181	- 336	182	- 270	183	- 315
185	- 306	186	- 319	187	- 312
189	- 306	190	- 441	191	- 314
193	- 308	194	- 443	195	- 316
197	- 310	198	- 445	199	- 319
201	- 312	202	- 448	203	- 321
205	- 315	206	- 424	207	- 323
209	- 317	210	- 461	211	- 327
213	- 319	214	- 320	215	- 301
217	- 344	218	- 336	219	- 233
221	- 303	222	- 323	223	- 303
225	- 325	226	- 323	227	- 258
229	- 305	230	- 325	231	- 305
233	- 327	234	- 325	235	- 235
237	- 281	238	- 327	239	- 307
241	- 329	242	- 334	243	- 237
245	- 309	246	- 329	247	- 309
249	- 331	250	- 329	251	- 262
253	- 311	254	- 336	255	- 316
257	- 340	258	- 338	259	- 263
261	- 314	262	- 338	263	- 318
265	- 342	266	- 345	267	- 241
269	- 318	270	- 340	271	- 323
273	- SP94994	274	- 346	275	- 243
277	- 318	278	- 342	279	- 327
281	- 347	282	- 345	283	- 244
285	- 323	286	- 344	287	- 327
289	- 353	290	- 354	291	- 245
293	- 325	294	- 347	295	- 327
297	- 380	298	- 353	299	- 247
301	- 327	302	- 349	303	- 331
				304	- 336

END OF PAGE 3 - CONTINUED OVER

dda1205000

PRINTED ON 30/1/2024

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90402

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 90402

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
305	- 358	306	- 511	307	- 309	308	- 331
309	- 351	310	- 331	311	- 343	312	- 360
313	- 540	314	- 344	315	- 331	316	- 353
317	- 336	318	- 344	319	- 372	320	- 570
321	- 353	322	- 344				

STRATA PLAN 94994

LOT	ENT	LOT	ENT	LOT	ENT
323	- 333	324	- 22	325	- 22

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

dda1205000

PRINTED ON 30/1/2024

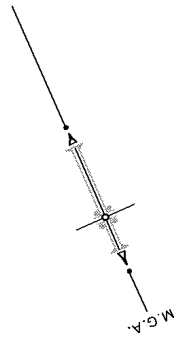
Obtained from NSW LRS on 30 January 2024 02:56 PM AEST

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\* 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. GlobalX 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. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, [www.globalx.com.au](http://www.globalx.com.au) an approved NSW Information Broker.

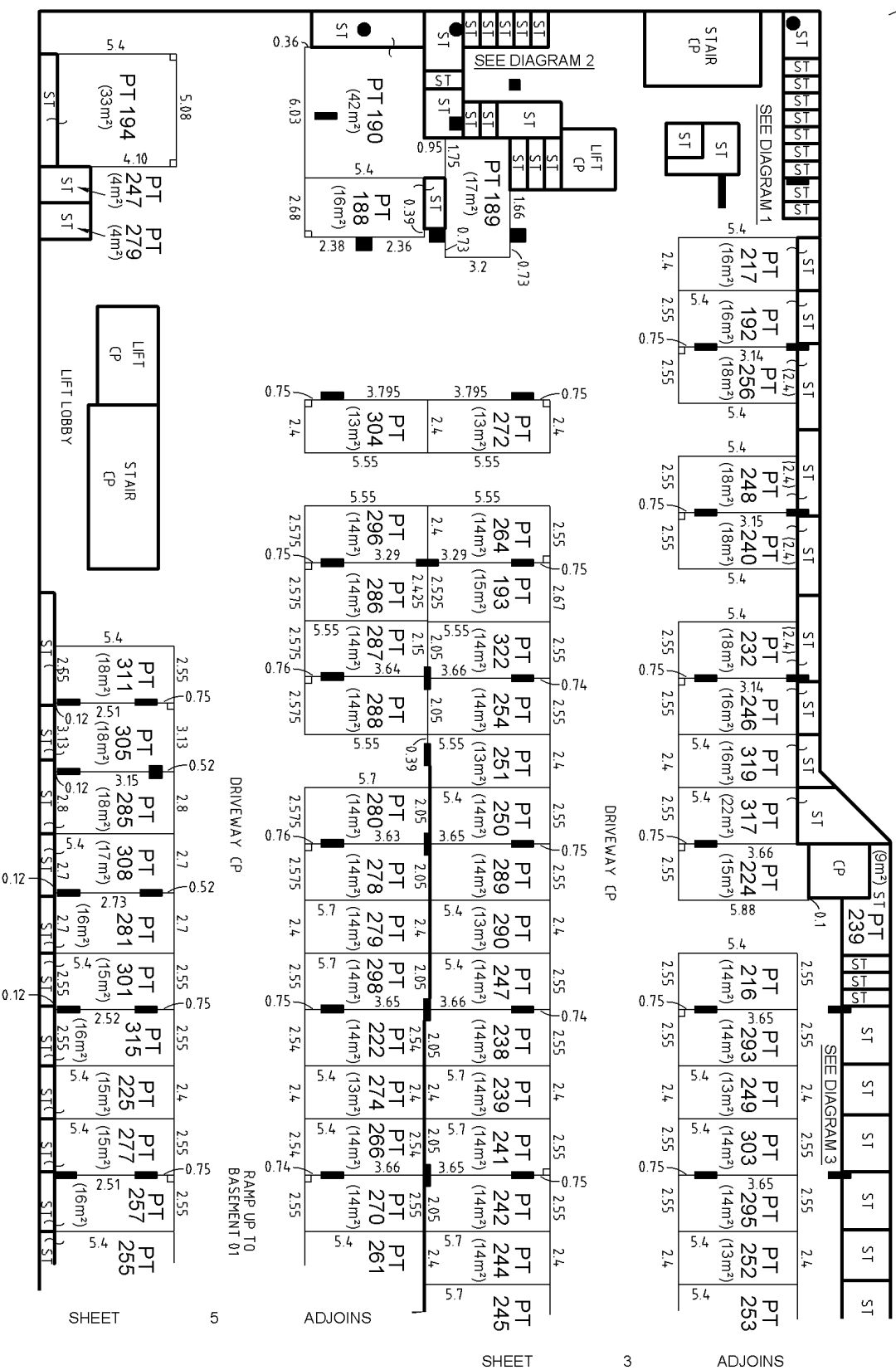


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SP90402 ©

## BASEMENT 02 (CARPARKING)



SEE SHEET 8 FOR DIAGRAMS

CP - COMMON PROPERTY  
ST - STORE

— DENOTES CENTRELINE OF COLUMN

- DENOTES CENTRELINE OF COLUMN

- DENOTES PROLONGATION OF FACE OF COLUMN

~ DENOTES RIGHT ANGLE

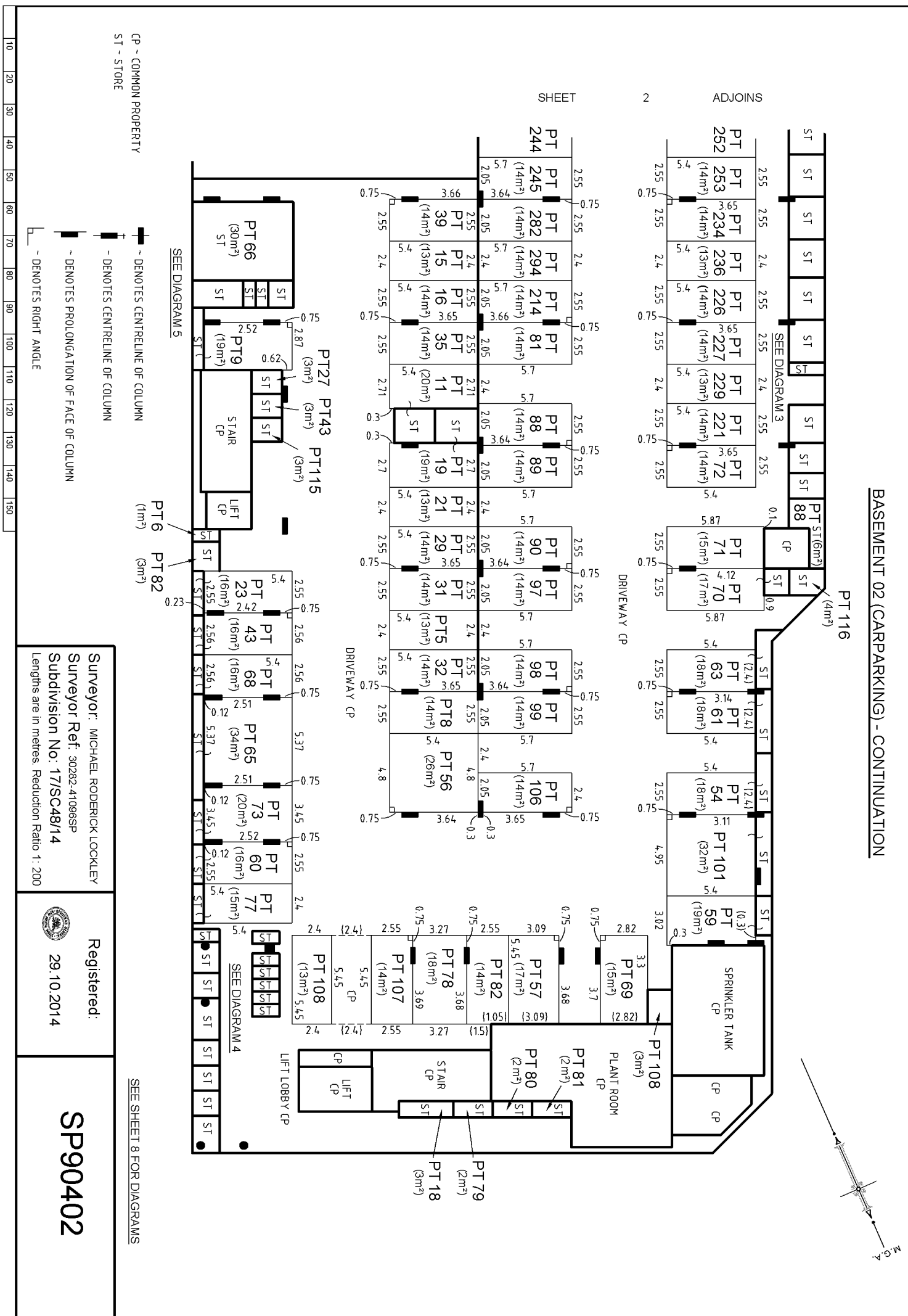
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 Surveyor Ref: 30282-41096SP  
 Subdivision No: 17/SC48/14  
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Registered:

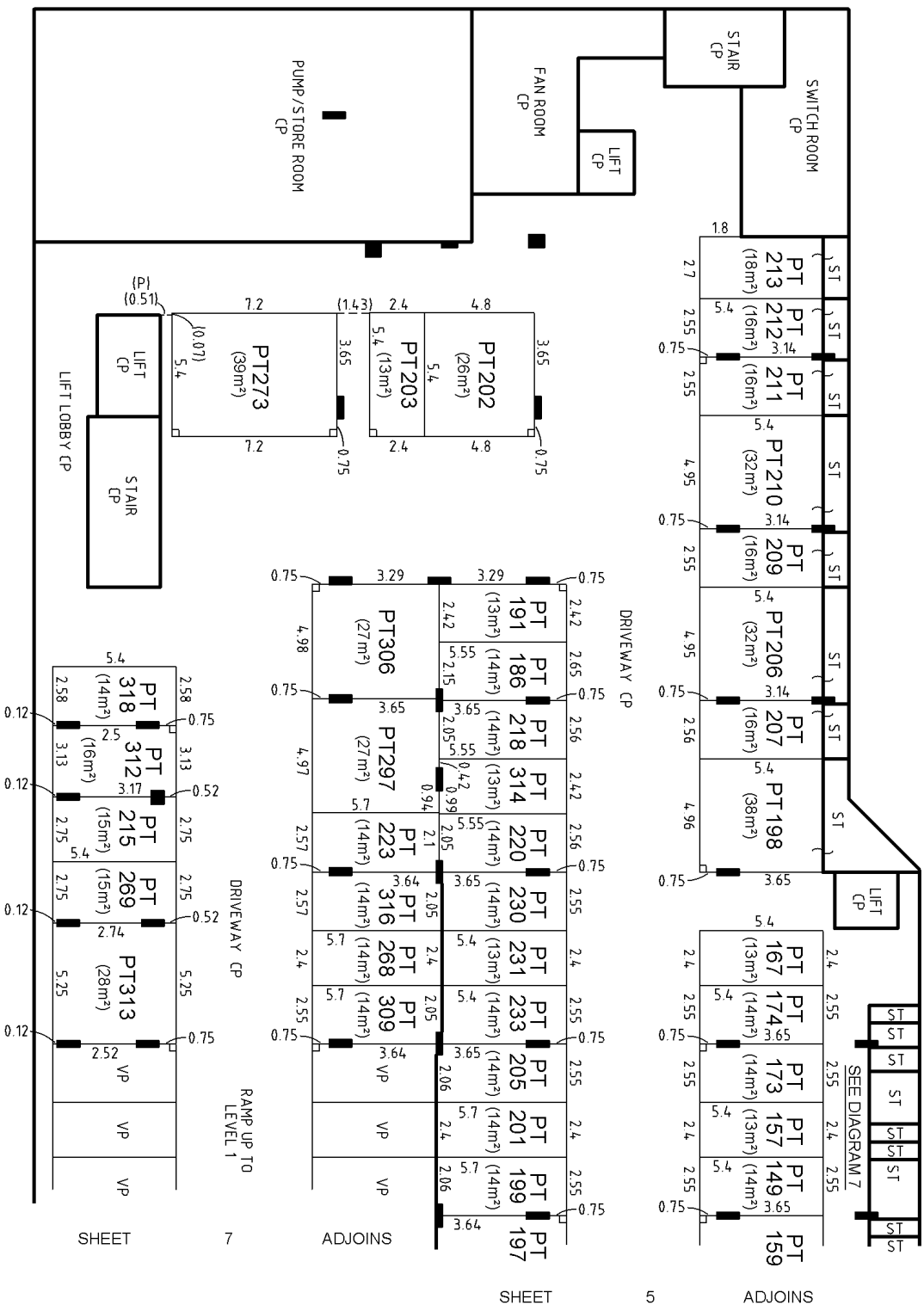
29.10.2014

SP90402

**BASEMENT 02 (CARPARKING) - CONTINUATION**



BASEMENT 01 (CARPARKING)



SEE SHEET 9 FOR DIAGRAMS

CP - COMMON PROPERTY

ST - STORE

VP - VISITOR PARKING {COMMON PROPERTY}

(P) ~ DENOTES PROLONGATION OF FACE OF WALL

— DENOTES CENTRELINE OF COLUMN

- DENOTES CENTRELINE OF COLUMN

- DENOTES PROLONGATION OF FACE OF COLUMN

$\perp$  - DENOTES RIGHT ANGLE

**Surveyor:** MICHAEL RODERICK LOCKLEY

Surveyor Ref: 30282-41096SP

Subdivision No: 17/SC48/14

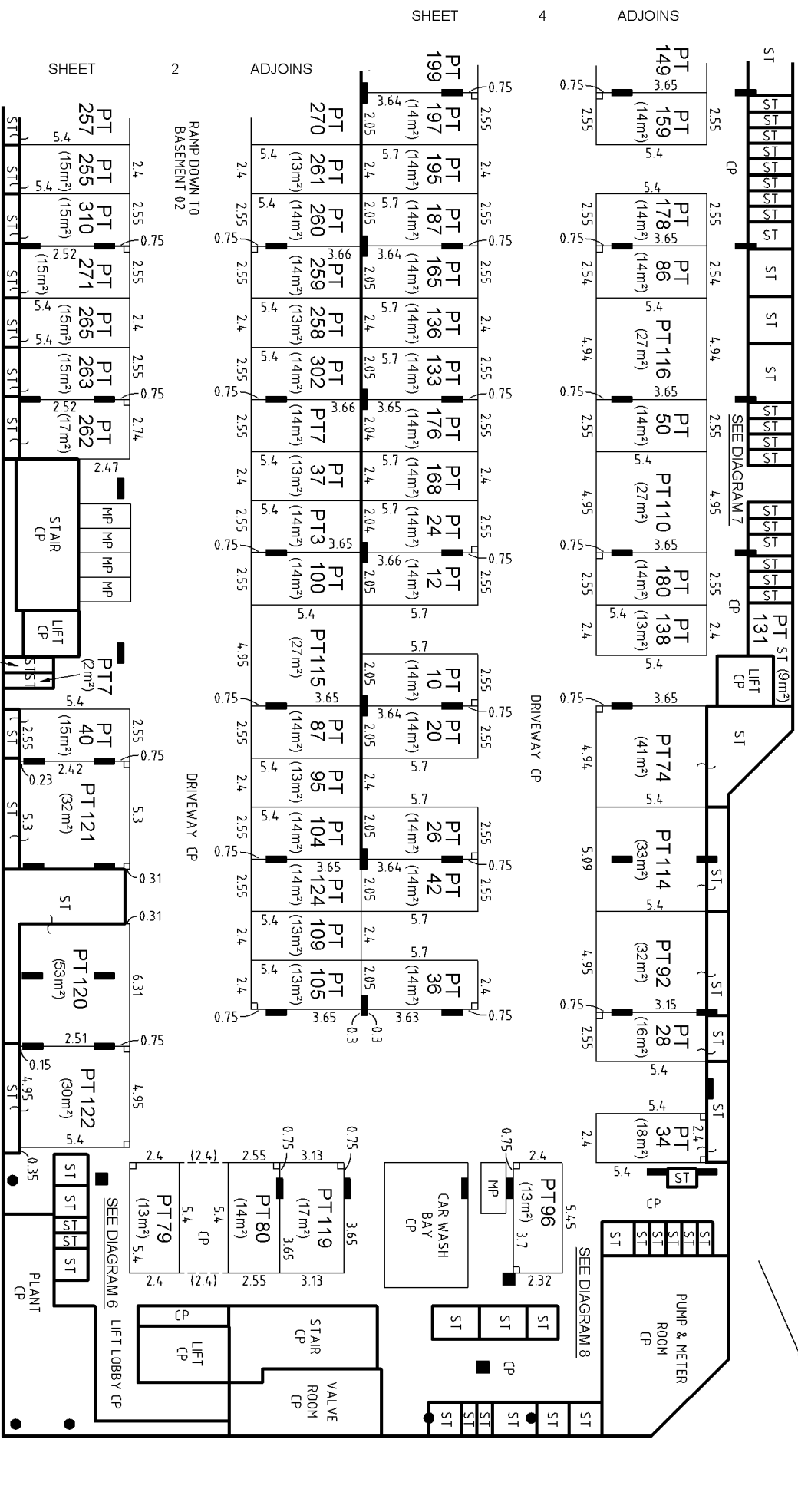
Lengths are in metres. Reduction Ratio 1: 200

Registered:

29.10.2014

SP90402

**BASEMENT 01 (CARPARKING) - CONTINUATION**



SHEET 4 ADJOINS

SHEET 2 ADJOINS

CP - COMMON PROPERTY  
MP - MOTORCYCLE PARKING (COMMON PROPERTY)  
ST - STORE

- DENOTES CENTRELINE OF COLUMN  
- DENOTES CENTRELINE OF COLUMN  
- DENOTES PROLONGATION OF FACE OF COLUMN  
- DENOTES RIGHT ANGLE

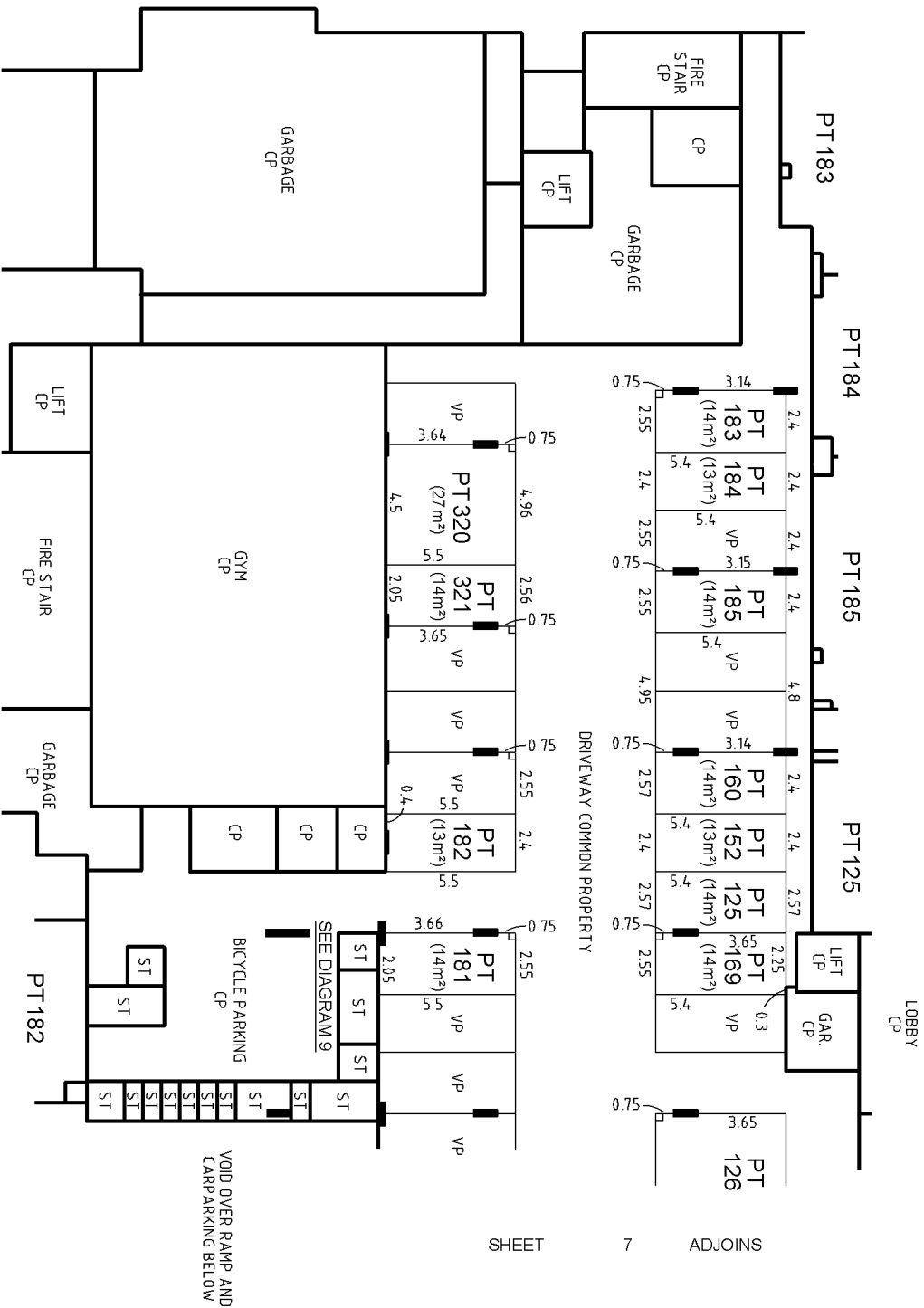
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Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
29.10.2014

SP90402

SEE SHEETS 8-9 FOR DIAGRAMS





### LEVEL 1 - (CAR PARKING)



SHEET

ADJOINS

CP - COMMON PROPERTY  
ST - STORE  
VP - VISITOR PARKING (COMMON PROPERTY)

-  - DENOTES CENTRELINE OF COLUMN
-  - DENOTES CENTRELINE OF COLUMN
-  - DENOTES PROLONGATION OF FACE OF COLUMN
-  - DENOTES RIGHT ANGLE

SEE SHEETS 8-9 FOR DIAGRAMS

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 200

Registered:

SP90402

## SP90402

DIAGRAMS

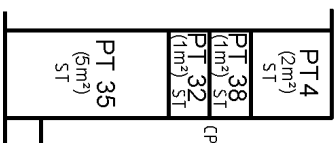
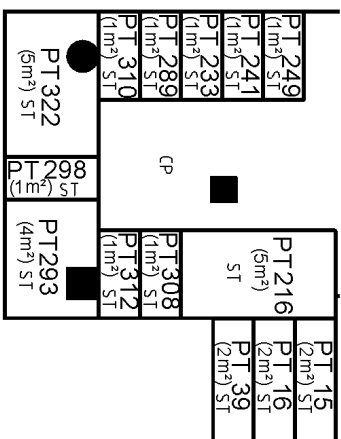
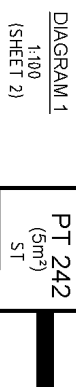
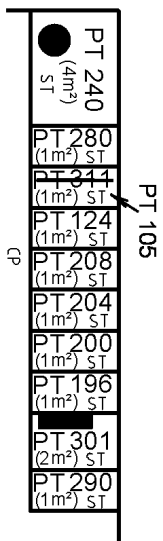


DIAGRAM 2  
1:100  
(SHEET 2)

DIAGRAM 5  
1:100  
(SHEET 3)

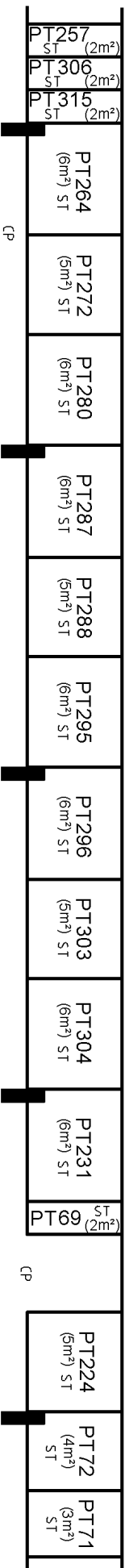


DIAGRAM 3  
1:100  
(SHEETS 2 & 3)



CP

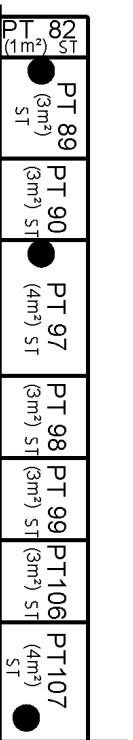
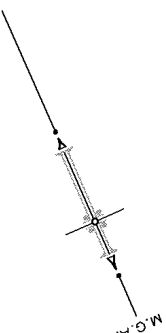
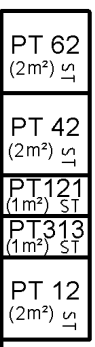


DIAGRAM 4  
1:100  
(SHEET 3)

DIAGRAM 6  
1:100  
(SHEET 5)



CP - COMMON PROPERTY  
ST - STORE

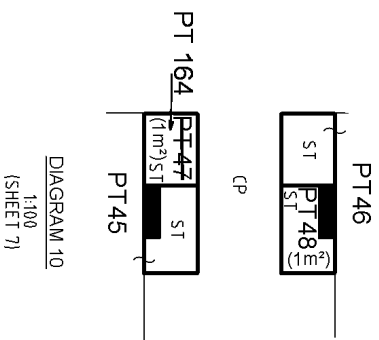
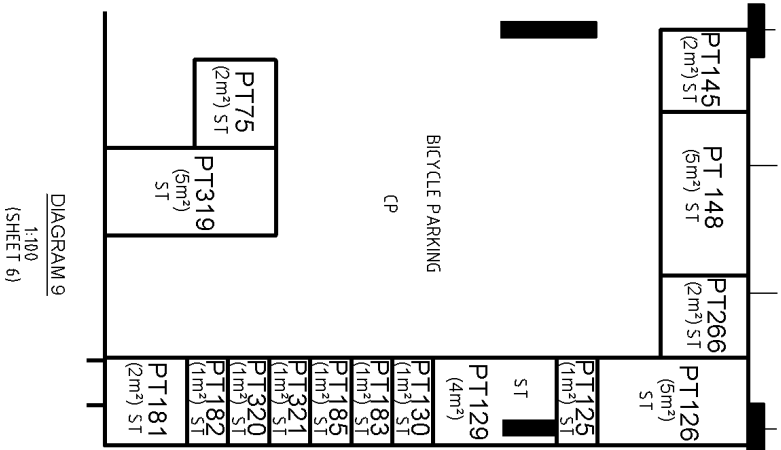
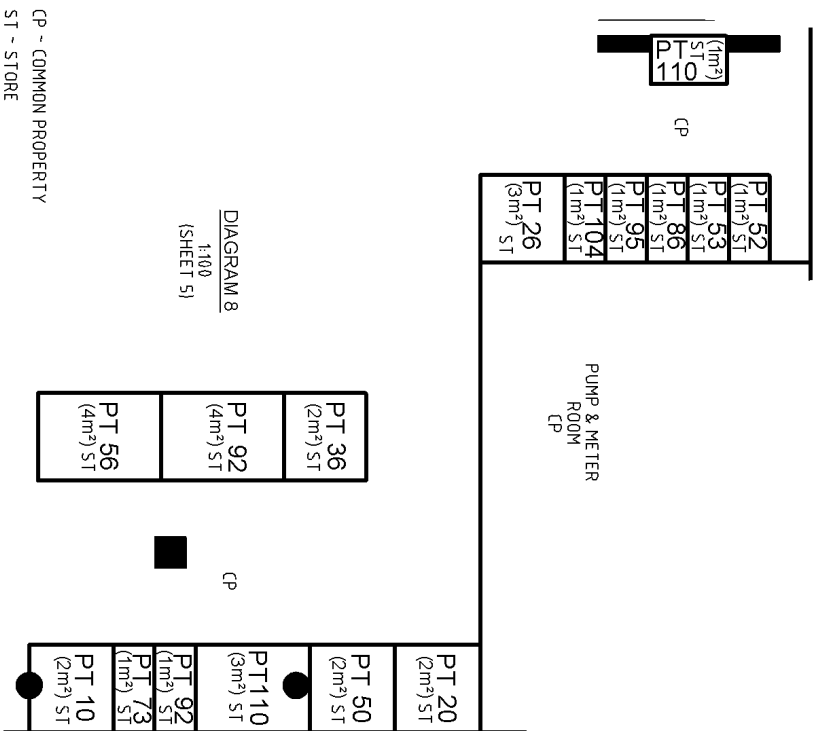
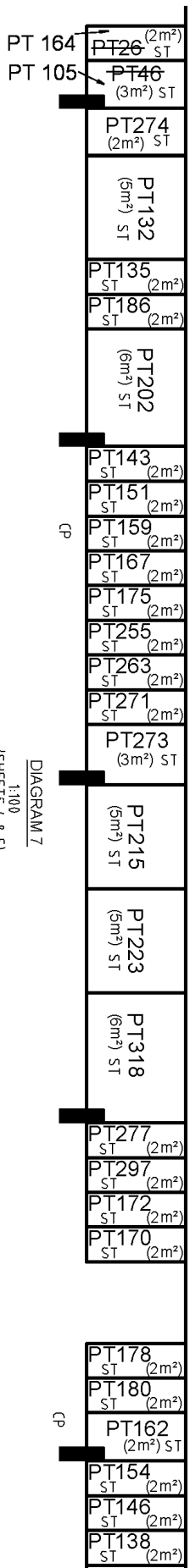
Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
29.10.2014

SP90402



DIAGRAMS - (CONTINUATION)



CP - COMMON PROPERTY  
ST - STORE

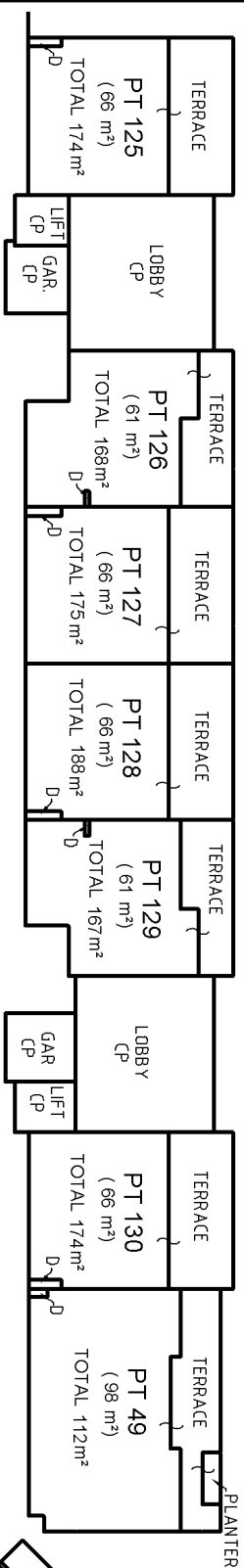
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Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1:200



Registered:  
29.10.2014

SP90402

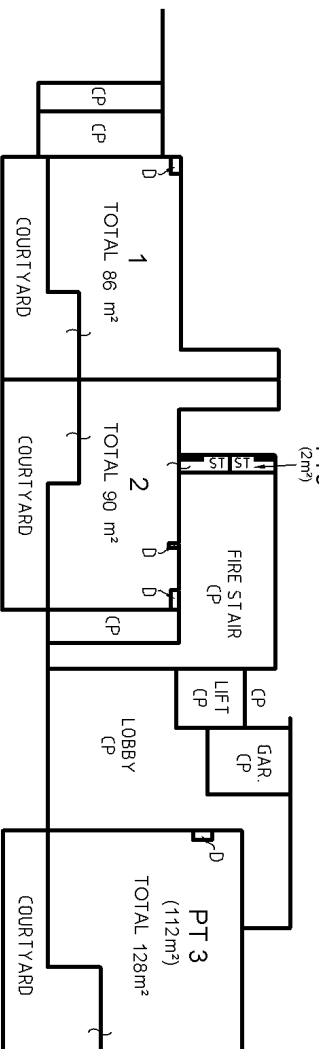
LEVEL 1



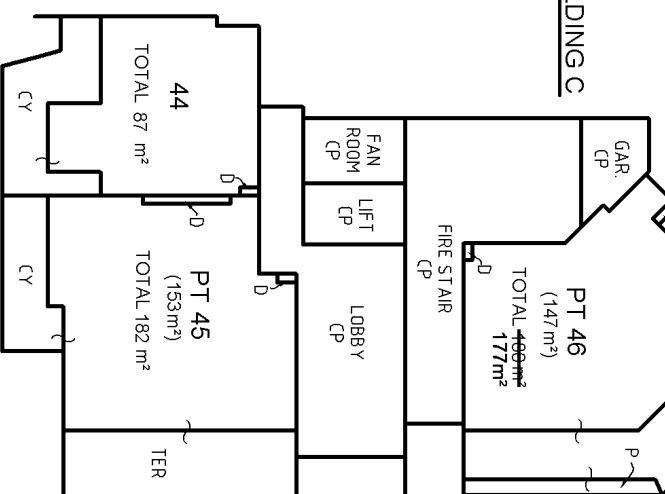
SEE SHEET 6-7 FOR CAR PARKING

BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)  
P - PLANTER  
TER - TERRACE  
ST - STORE  
CY - COURTYARD

**BUILDING B**



**BUILDING C**



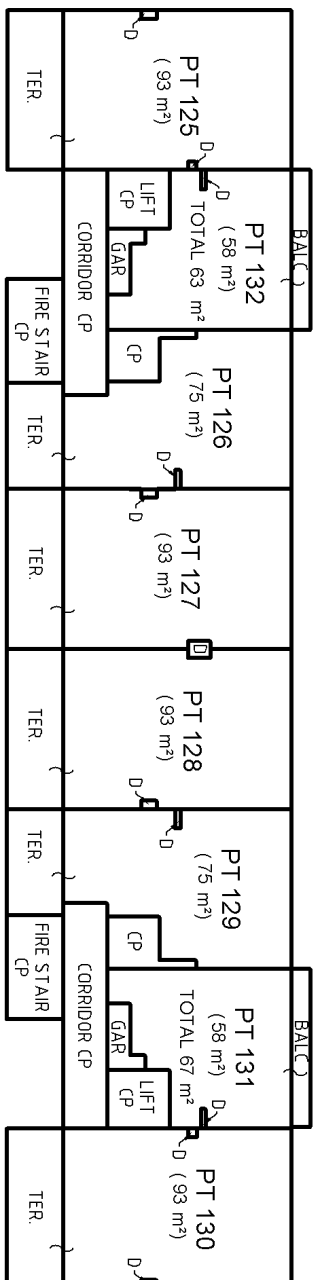
THE STRATUM OF THE COURTYARDS, TERRACES, BALCONIES & PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

Registered:  
29.10.2014

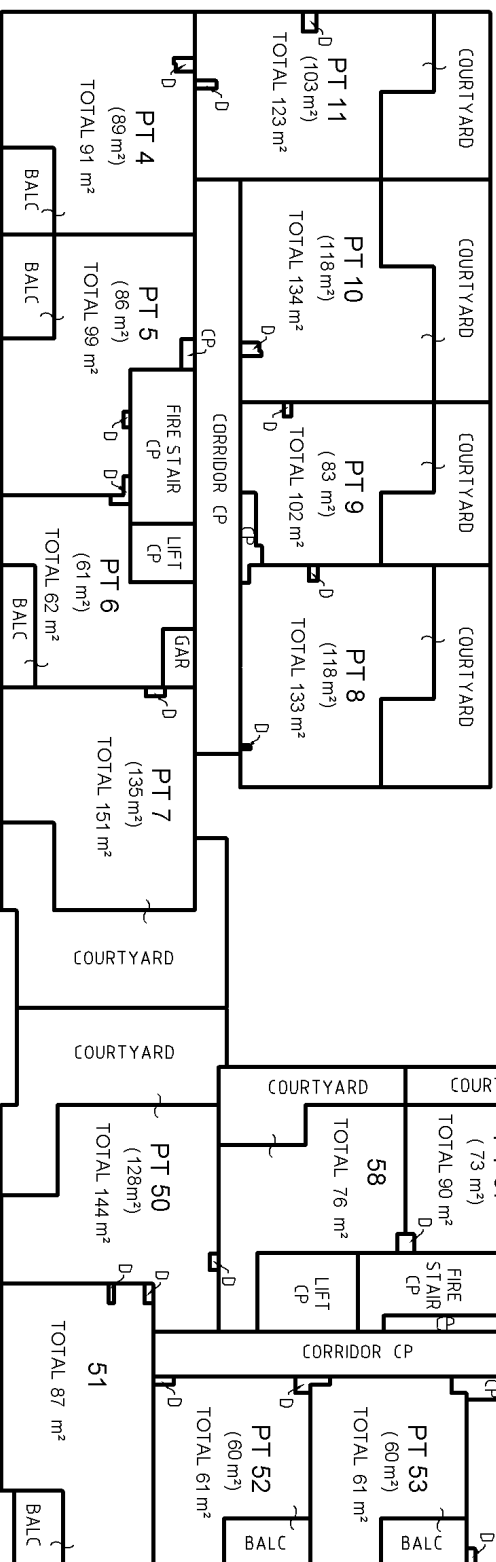
SP90402

LEVEL 2



BUILDING D

BUILDING C



THE STRATUM OF THE COURTYARDS, TERRACES & BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED. ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

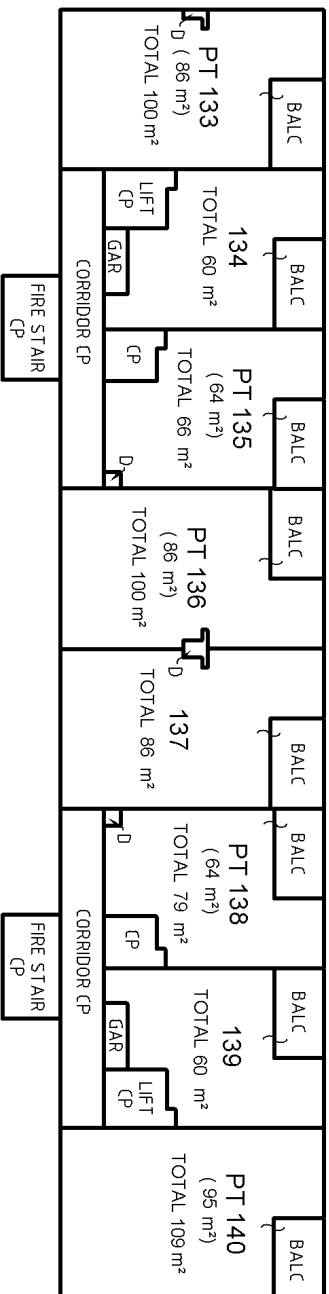
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Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

Registered:  
29.10.2014

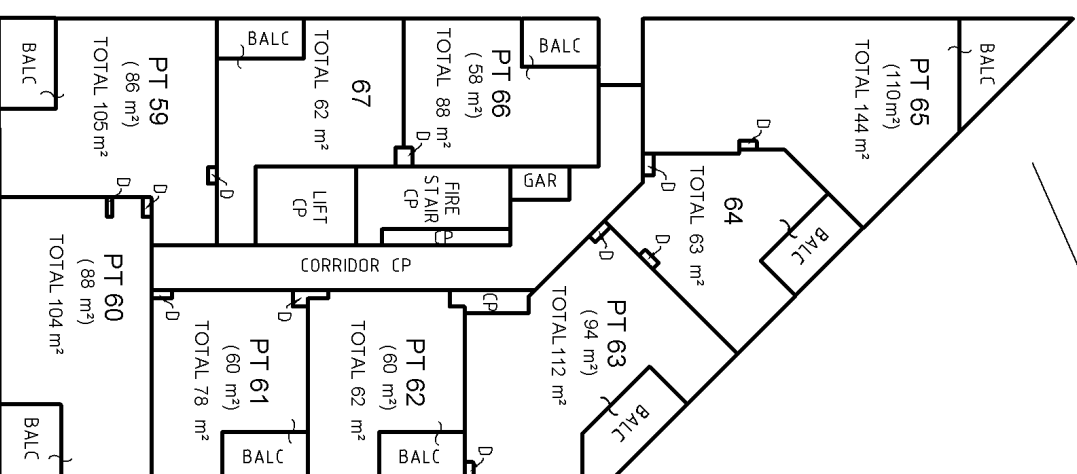
SP90402

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

LEVEL 3



BUILDING C



BALC ~ BALCONY  
CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDST AND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

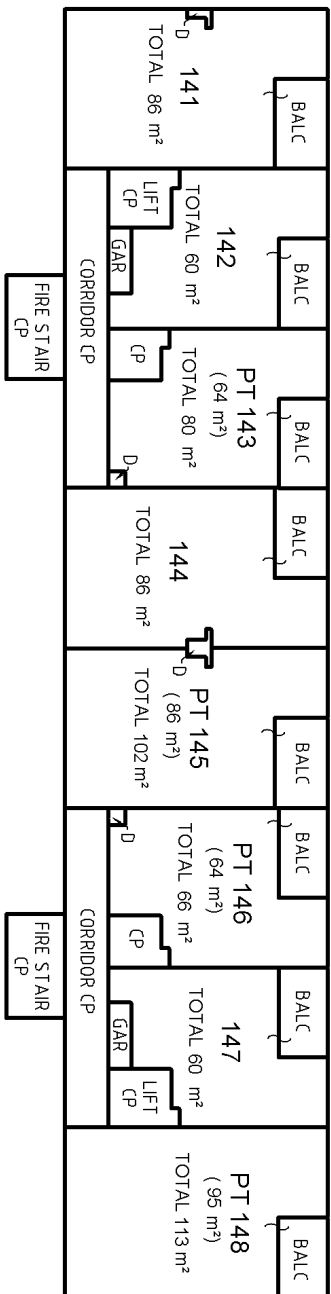


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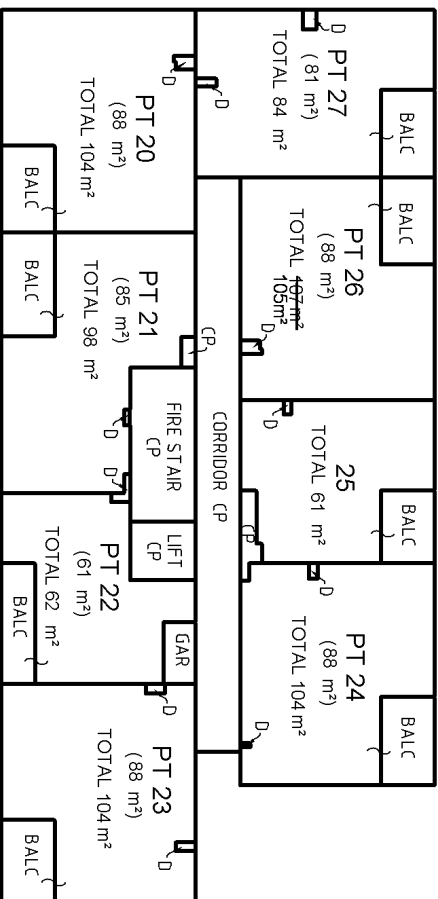
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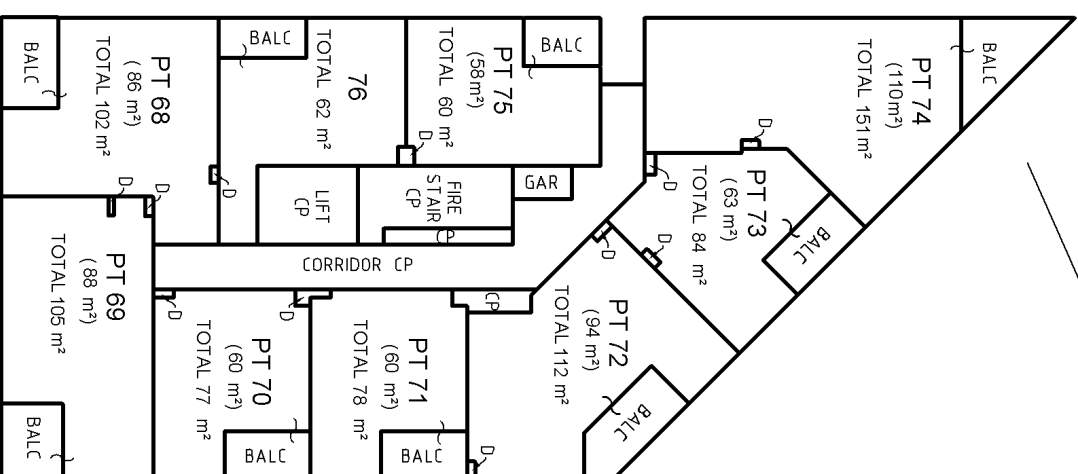
LEVEL 4



BUILDING B



BUILDING C



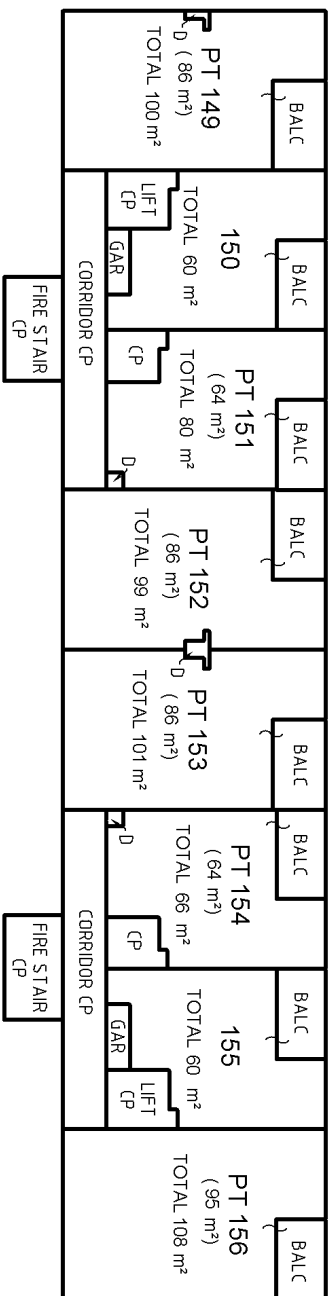
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

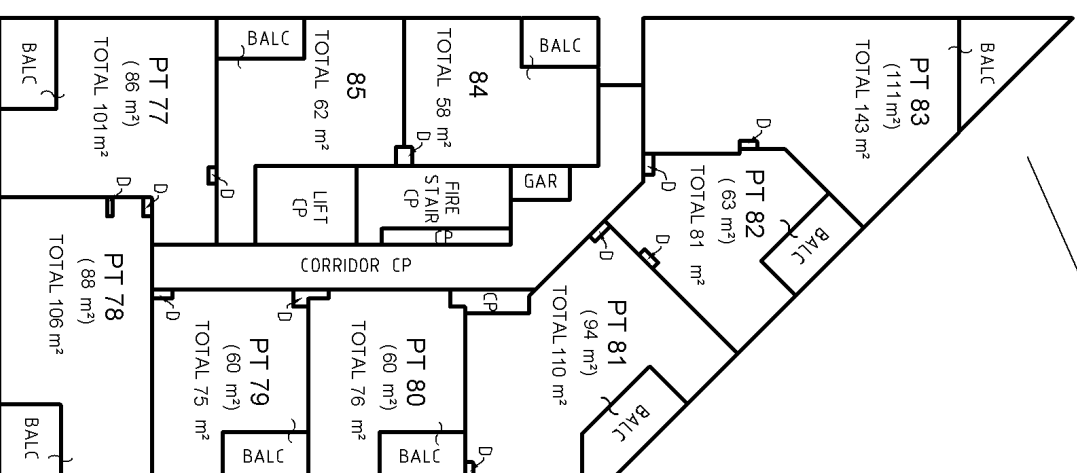
Registered:  
29.10.2014

SP90402

LEVEL 5



BUILDING C



BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

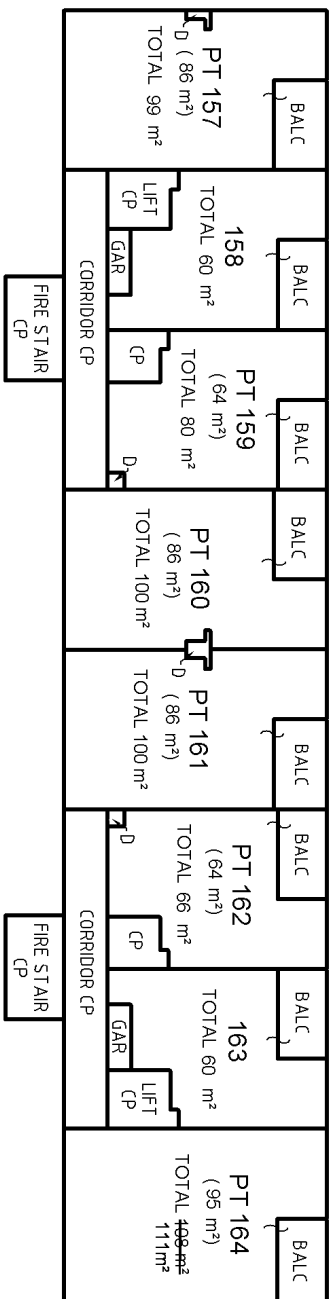


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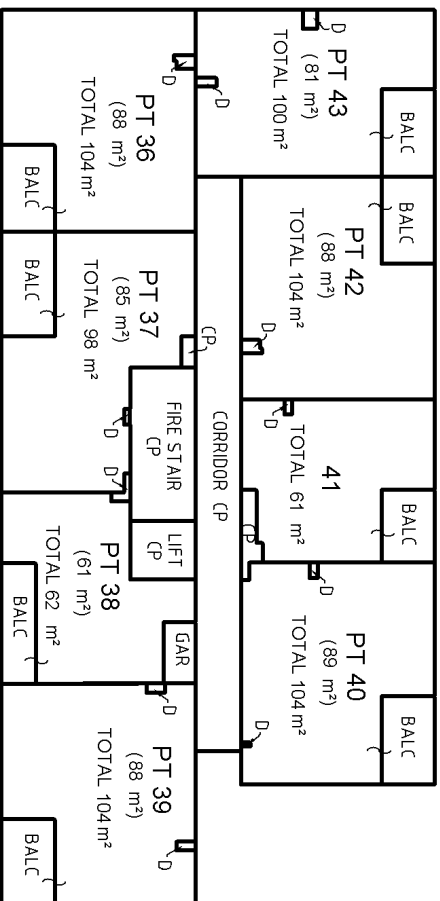
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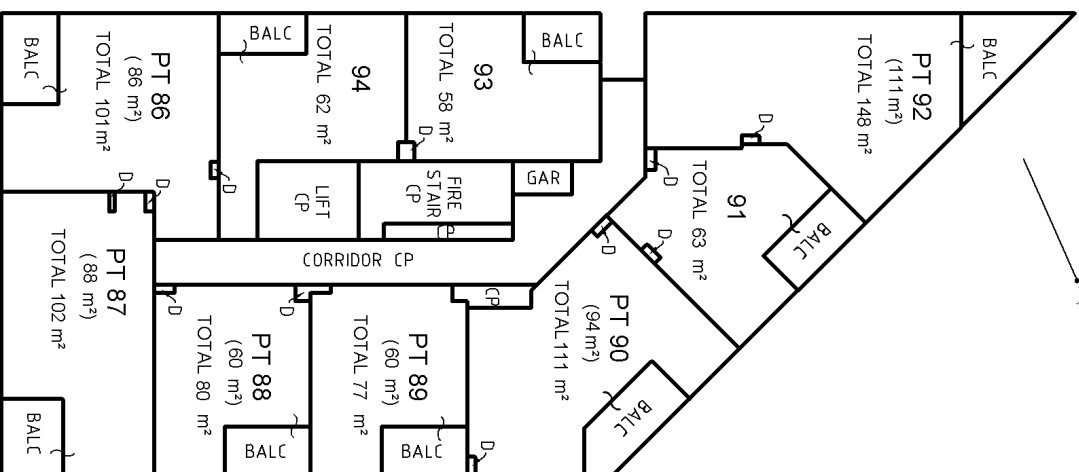
LEVEL 6



BUILDING B



BUILDING C



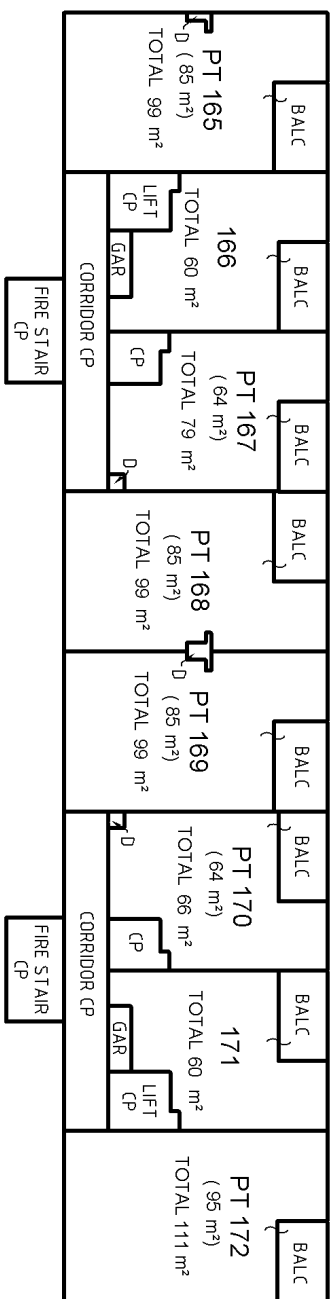
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY  
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Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

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29.10.2014

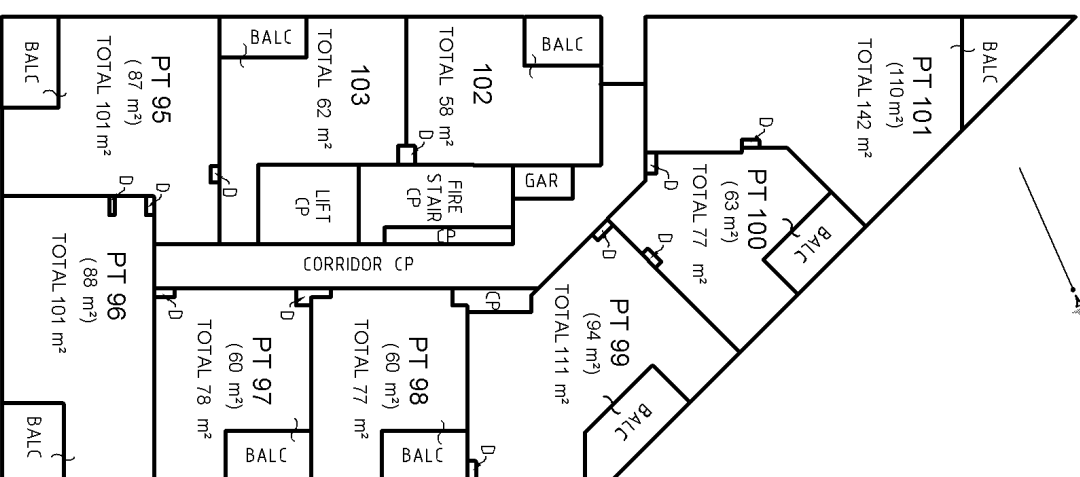
SP90402

LEVEL 7



BUILDING D

BUILDING C



BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

Registered:  
29.10.2014

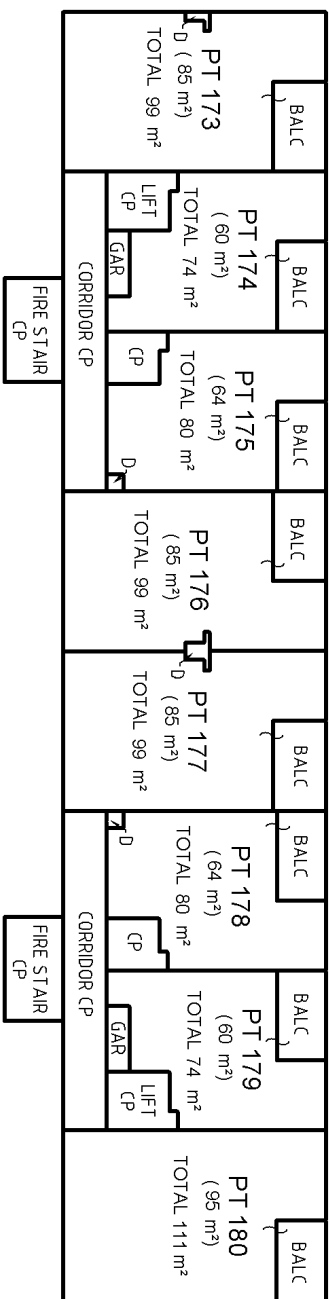


SP90402

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LEVEL 8



BUILDING D

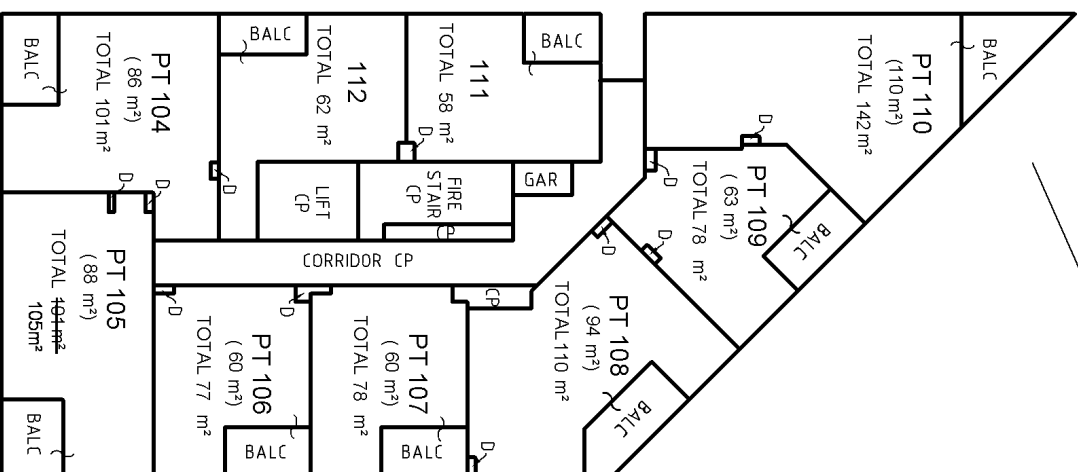
BALC - BALCONY

CP - COMMON PROPERTY

D - DUCT (COMMON PROPERTY)

GAR - GARBAGE ROOM (COMMON PROPERTY)

BUILDING C



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

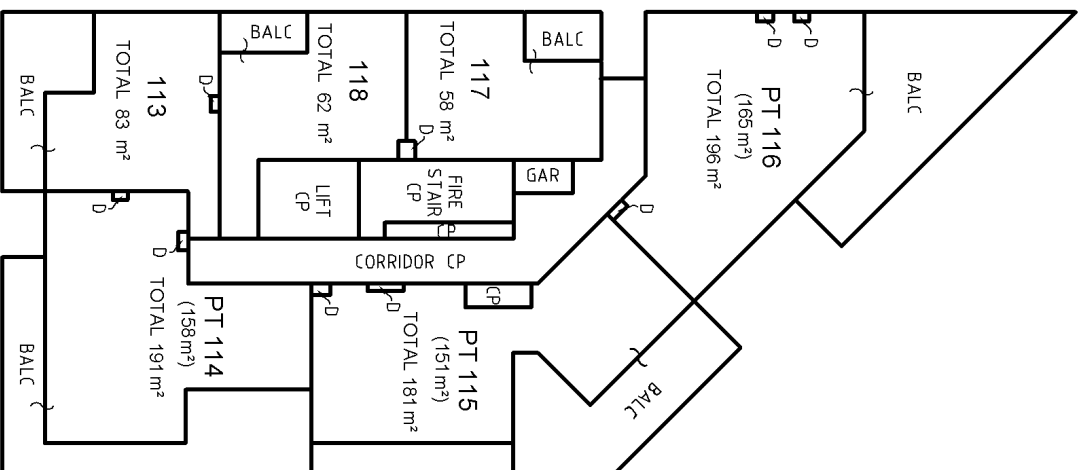
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Subdivision No: 17/SC48/14  
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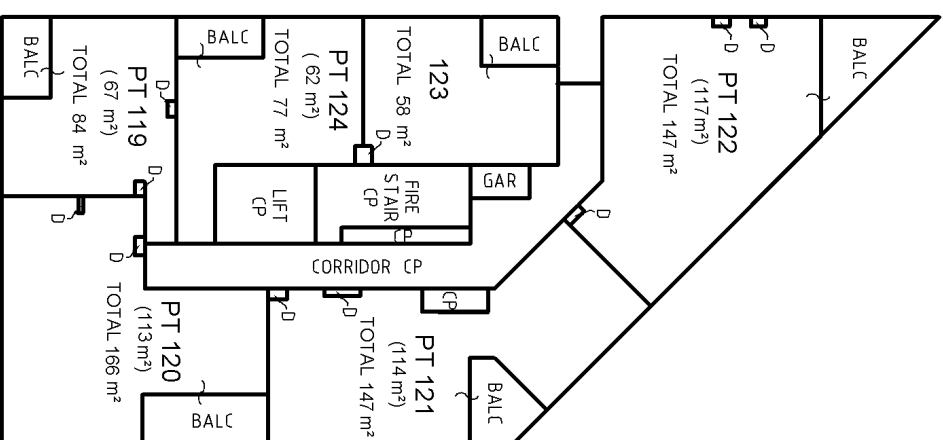
Registered:  
29.10.2014

SP90402

**LEVEL 9**  
**BUILDING C**



**LEVEL 10**  
**BUILDING C**



BALC ~ BALCONY  
CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

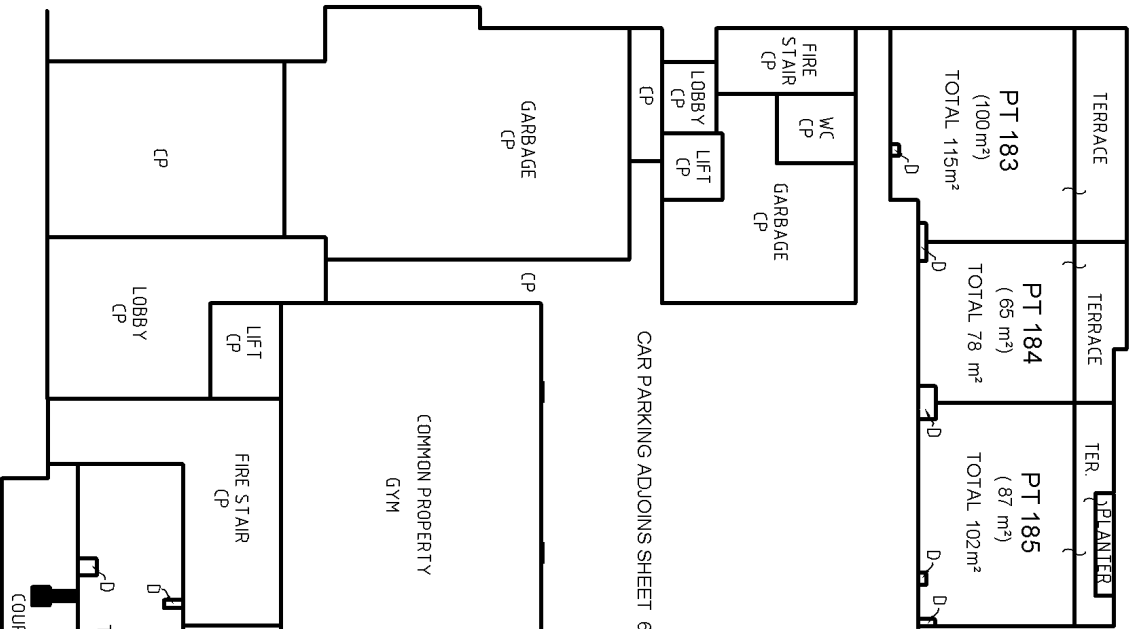


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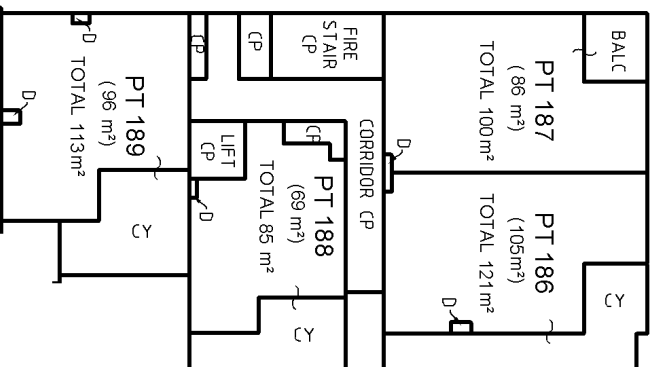
SP90402

BUILDING E

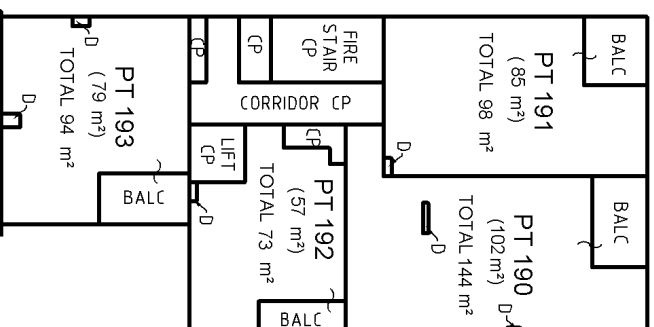
LEVEL 1



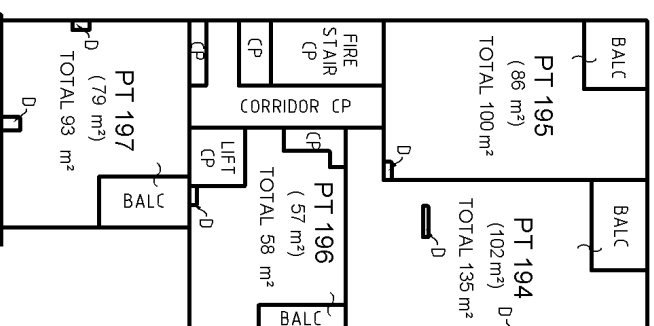
LEVEL 2



LEVEL 3



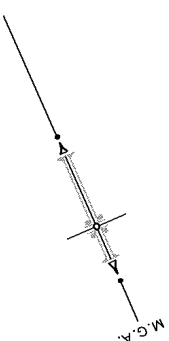
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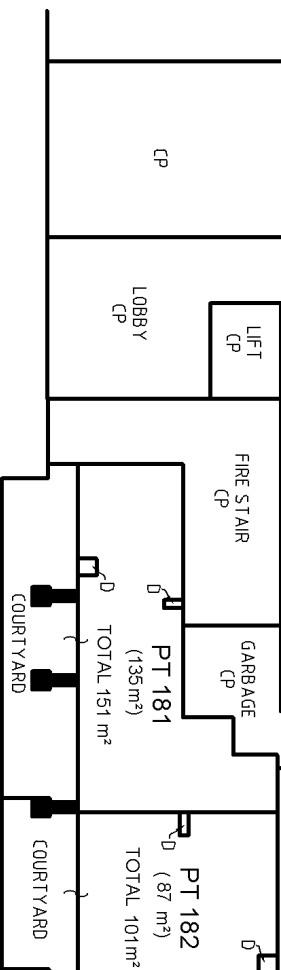
BALC ~ BALCONY  
CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GAR ~ GARBAGE ROOM (COMMON PROPERTY)  
TER ~ TERRACE  
CY ~ COURTYARD

THE STRATUM OF THE COURTYARDS, TERRACES, BALCONIES & PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973



BUILDING A  
LEVEL 1

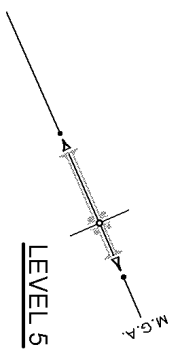


Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

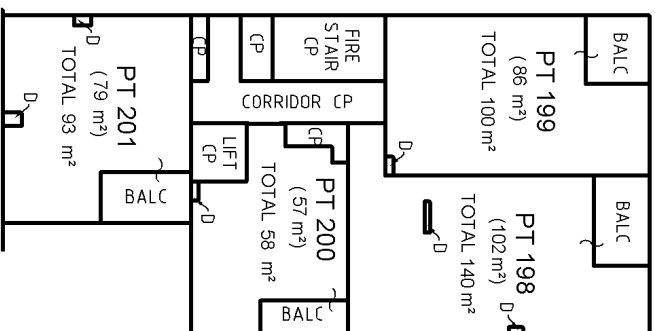
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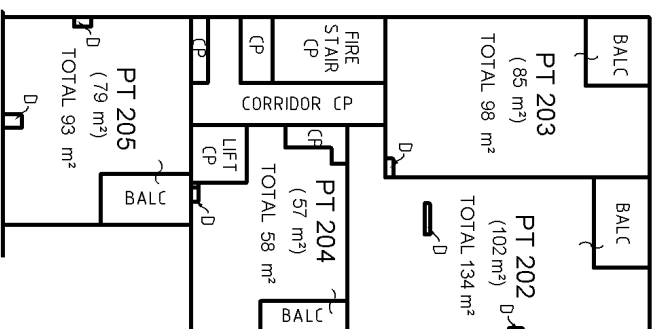
BUILDING E



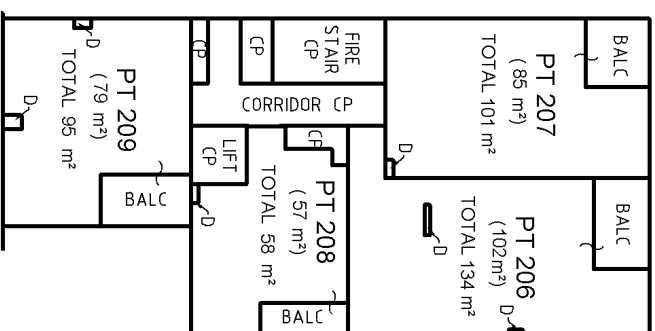
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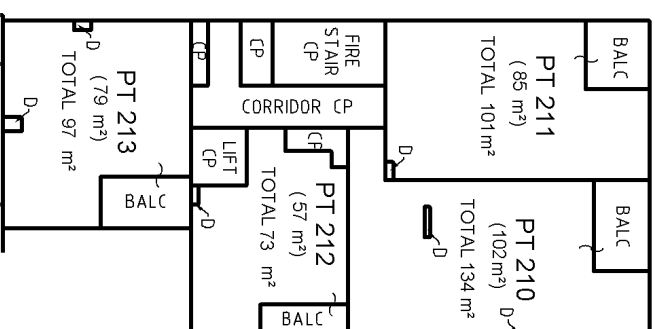
LEVEL 6



LEVEL 7



LEVEL 8



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

Registered:  
29.10.2014

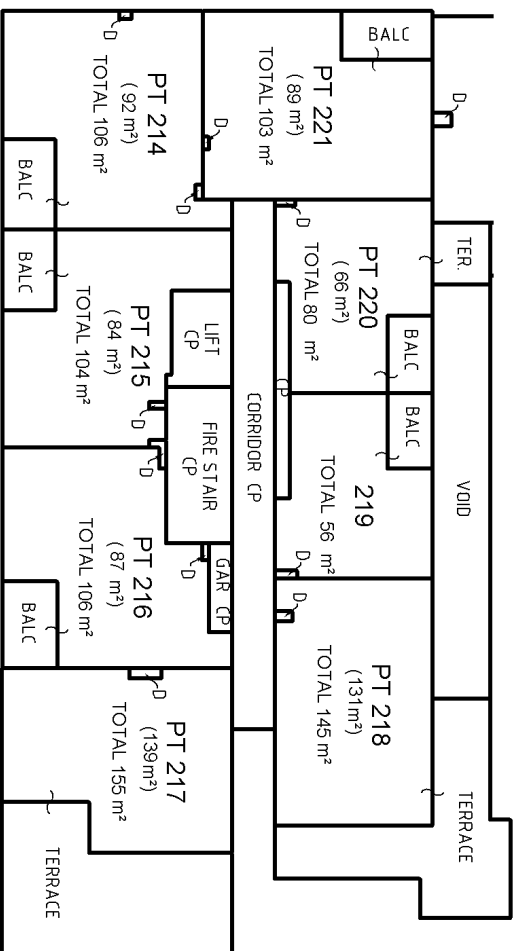


SP90402

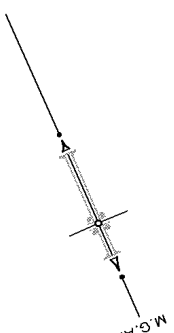
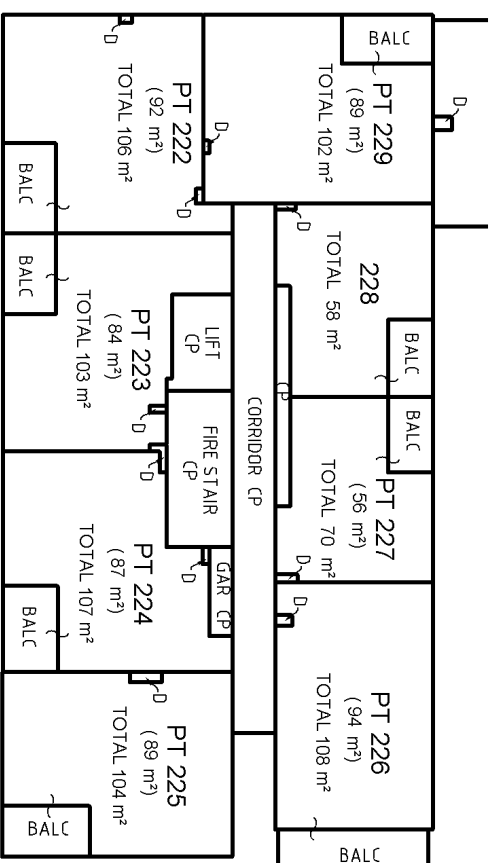
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

BUILDING A

LEVEL 2



LEVEL 3



THE STRATUM OF THE TERRACES & BALCONIES ARE LIMITED IN HEIGHT TO 2.5  
ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARAGE ROOM (COMMON PROPERTY)  
BALC - BALCONY  
TER - TERRACE

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41086SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

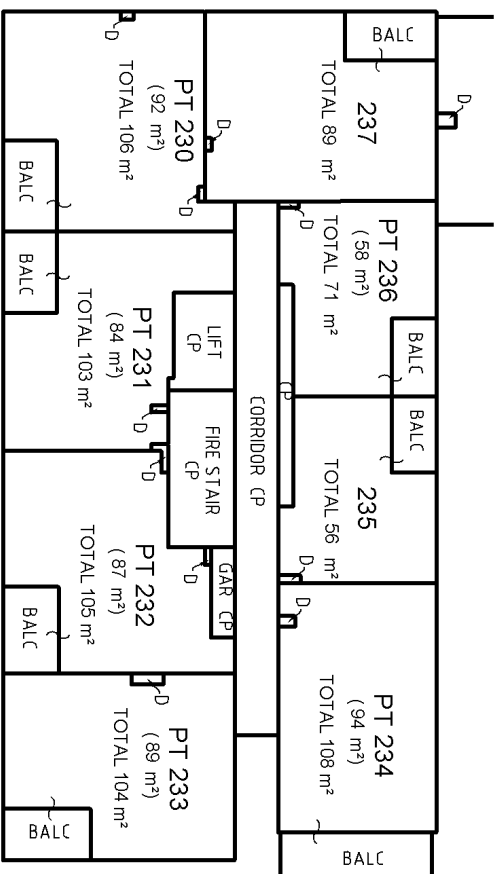


Registered:  
29.10.2014

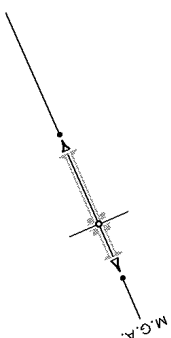
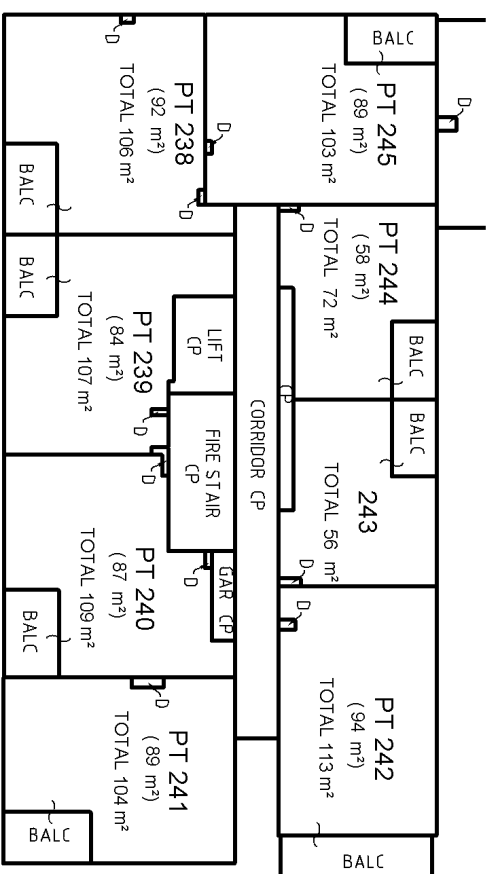
SP90402

**BUILDING A**

**LEVEL 4**



**LEVEL 5**



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDST AND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

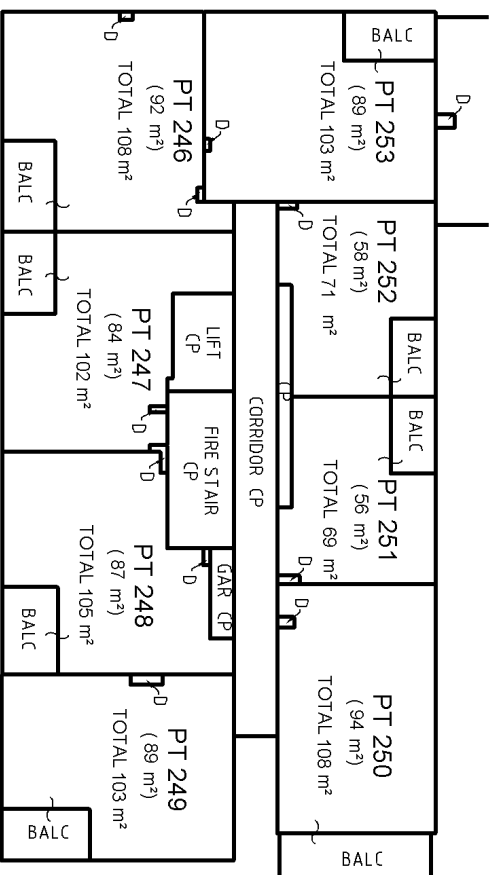


Registered:  
29.10.2014

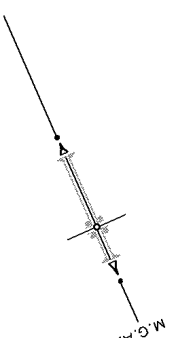
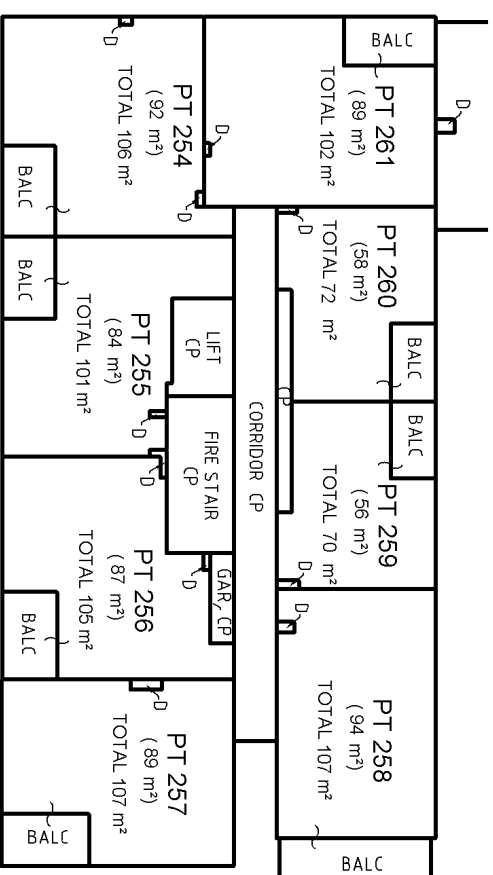
SP90402

BUILDING A

LEVEL 6



LEVEL 7



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)

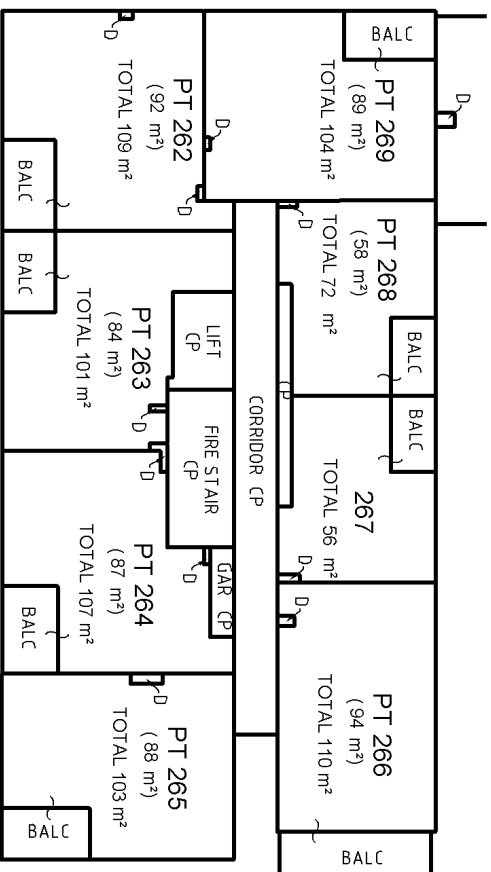
Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

Registered:  
29.10.2014

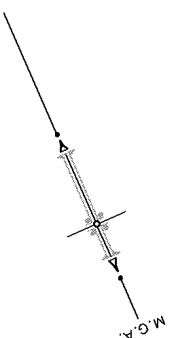
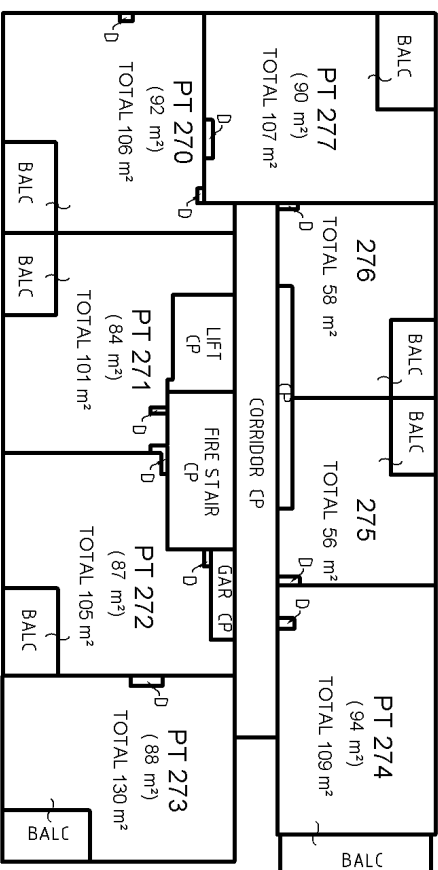
SP90402

BUILDING A

LEVEL 8



LEVEL 9



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDST AND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

Registered:  
29.10.2014



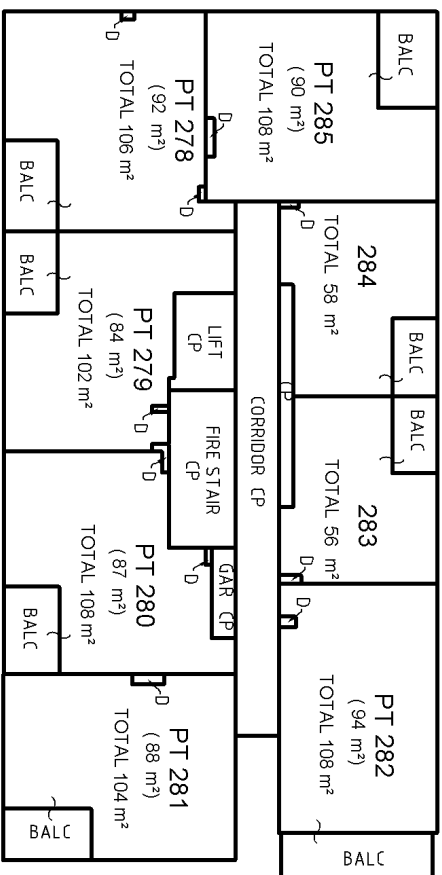
SP90402

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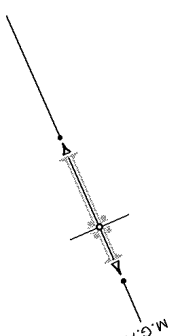
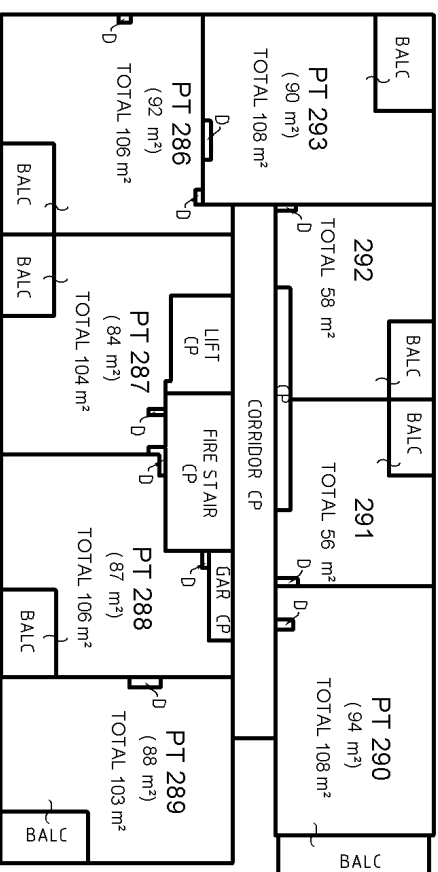


BUILDING A

LEVEL 10



LEVEL 11



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDEST AND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

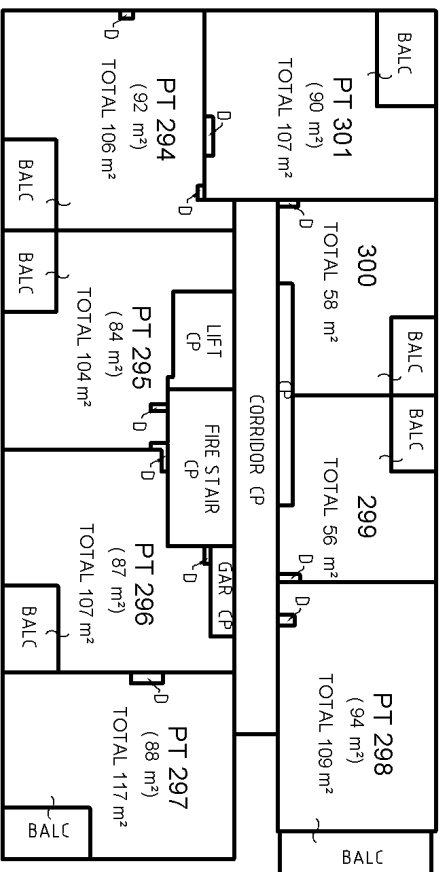
Registered:  
29.10.2014

SP90402

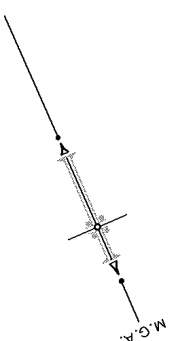
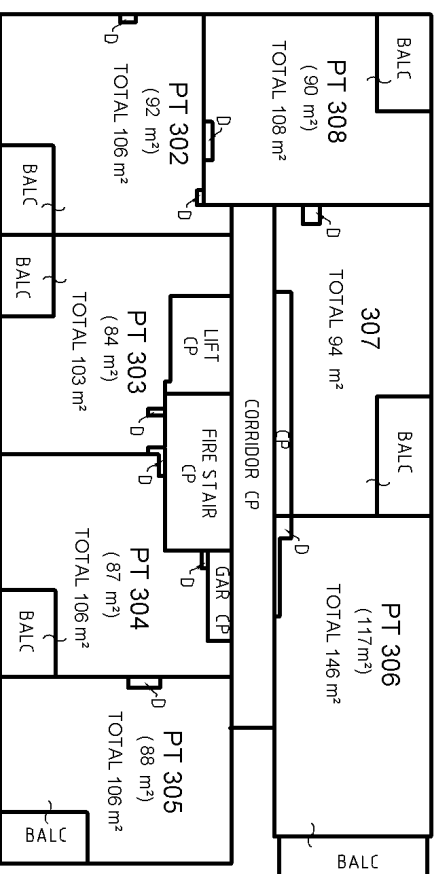
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

BUILDING A

LEVEL 12



LEVEL 13



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDST AND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

Registered:  
29.10.2014

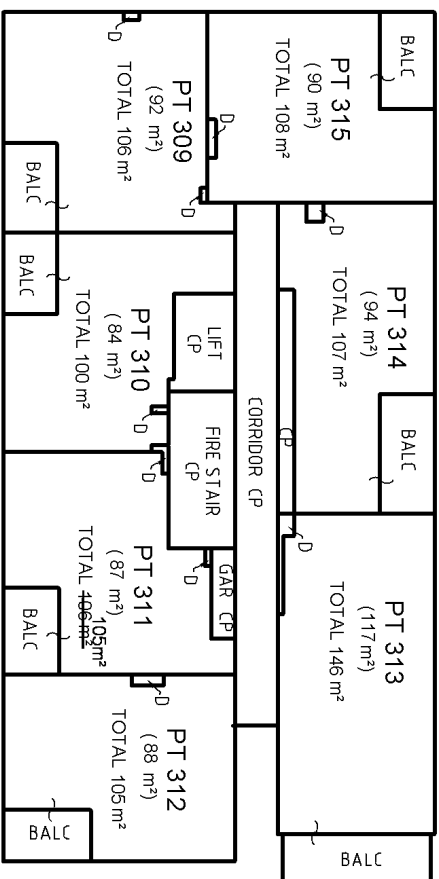


SP90402

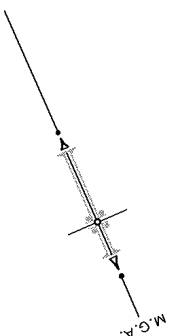
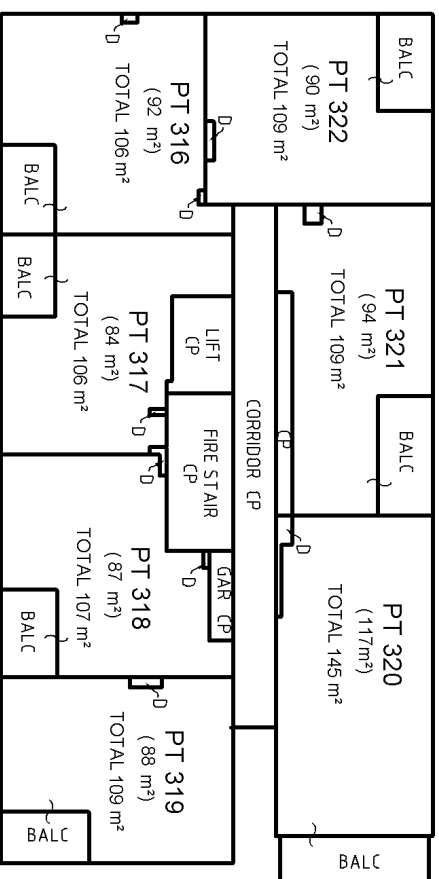
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

BUILDING A

LEVEL 14



LEVEL 15



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
THEIR RESPECTIVE HARDST AND SURFACE EXCEPT WHERE COVERED.  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY  
CP - COMMON PROPERTY  
D - DUCT (COMMON PROPERTY)  
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY  
Surveyor Ref: 30282-41096SP  
Subdivision No: 17/SC48/14  
Lengths are in metres. Reduction Ratio 1: 250

Registered:  
29.10.2014



SP90402



STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:



29.10.2014

Purpose:

STRATA PLAN

SP90402

PLAN OF SUBDIVISION OF LOT 305 IN  
DP1063152

LGA: SYDNEY

Locality: ZETLAND

Parish: ALEXANDRIA

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) \*The Council of .....

\*The Accredited Certifier: IAN BAKER

Accreditation number: B.P.B.0017

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 29A *Strata Schemes (Freehold Development) Regulation 2012*,

\*(b) ~~Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and  
clause 30A 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: 15 SEPTEMBER 2014

Subdivision number: 17/SC 48/1A

Relevant Development Consent number: 17/CDR 34/1A

Issued by: IAN BAKER

Signature: [Signature]

Authorised Person / General Manager / Accredited Certifier

\* Strike through if inapplicable.

<sup>A</sup> 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 90402

"PLATINUM"

1 HUTCHINSON WALK  
ZETLAND NSW 2017

The adopted by-laws for the scheme are:

~~\*A~~ ..... Model By-laws

\* together with, Keeping of animals. Option \*A/\*B/\*C

\* By-laws in 25 sheets filed with plan.

\* Strike through if inapplicable

<sup>A</sup> Insert the type to be adopted (*Schedules 2 - 7 Strata Schemes Management  
Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, MICHAEL RODERICK LOCKLEY

of LTS LOCKLEY, LOCKED BAG 5 GORDON NSW 2072

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 1A 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 <sup>A</sup> ..... to  
permit the encroachment to remain.

\*(3) The survey information recorded in the accompanying location plan is accurate.

Signature:

Date: 28-8-2014

[Signature]

\* Strike through if inapplicable.

<sup>A</sup> Insert the deposited plan number or dealing number of the instrument that created the  
easement

Signatures, Seals and Section 88B Statements should appear  
on STRATA PLAN FORM 3A


SURVEYOR'S REFERENCE: 35083-41096SP  
30282-

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

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  29.10.2014</p> <p><b>PLAN OF SUBDIVISION OF LOT 305 IN DP1063152</b></p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">SP90402</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A Schedule of Unit Entitlements.</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.</li> <li>Signatures and seals - see 195D <i>Conveyancing Act 1919</i>.</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: <u>17/3048/14</u></p> <p>Date of endorsement: <u>15 SEPTEMBER 2014</u></p>	

LOT NO.	UE	LOT NO.	UE	LOT NO.	UE	LOT NO.	UE
1.	250	31.	320	61.	265	91.	253
2.	246	32.	307	62.	241	92.	426
3.	314	33.	237	63.	327	93.	233
4.	280	34.	310	64.	246	94.	230
5.	301	35.	290	65.	420	95.	314
6.	218	36.	313	66.	253	96.	316
7.	334	37.	312	67.	226	97.	271
8.	327	38.	231	68.	310	98.	271
9.	264	39.	325	69.	314	99.	334
10.	323	40.	312	70.	267	100.	270
11.	297	41.	244	71.	267	101.	428
12.	306	42.	312	72.	329	102.	234
13.	279	43.	285	73.	275	103.	231
14.	219	44.	255	74.	422	104.	318
15.	316	45.	479	75.	234	105.	321
16.	312	46.	511	76.	227	106.	273
17.	233	47.	253	77.	312	107.	270
18.	276	48.	285	78.	316	108.	336
19.	285	49.	307	79.	269	109.	286
20.	308	50.	334	80.	266	110.	430
21.	305	51.	285	81.	331	111.	235
22.	222	52.	240	82.	281	112.	230
23.	319	53.	240	83.	424	113.	263
24.	314	54.	325	84.	231	114.	494
25.	235	55.	244	85.	229	115.	527
26.	313	56.	461	86.	312	116.	549
27.	264	57.	262	87.	317	117.	235
28.	311	58.	235	88.	270	118.	237
29.	307	59.	307	89.	270	119.	285
30.	224	60.	313	90.	332	120.	472

If space is insufficient use additional annexure sheet.

Surveyor's Reference: ~~35083~~ 41096SP  
 30282

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 305 IN  
DP1063152

Office Use Only

SP90402

Registered:



29.10.2014

Office Use Only

Strata Certificate Details: Subdivision No: 17/SC48/14

Date: 15 SEPTEMBER 2014

LOT NO.	UE	LOT NO.	UE	LOT NO.	UE	LOT NO.	UE
121.	516	145.	318	169.	321	193.	308
122.	516	146.	235	170.	241	194.	443
123.	244	147.	235	171.	242	195.	316
124.	268	148.	326	172.	325	196.	237
125.	459	149.	319	173.	327	197.	310
126.	570	150.	237	174.	270	198.	445
127.	459	151.	253	175.	270	199.	319
128.	483	152.	316	176.	325	200.	242
129.	570	153.	316	177.	325	201.	312
130.	459	154.	237	178.	270	202.	448
131.	219	155.	237	179.	270	203.	321
132.	219	156.	320	180.	330	204.	240
133.	314	157.	321	181.	336	205.	315
134.	233	158.	240	182.	270	206.	424
135.	233	159.	264	183.	315	207.	323
136.	312	160.	319	184.	261	208.	241
137.	285	161.	319	185.	306	209.	317
138.	257	162.	240	186.	319	210.	461
139.	233	163.	240	187.	312	211.	327
140.	316	164.	323	188.	257	212.	270
141.	292	165.	323	189.	306	213.	319
142.	235	166.	242	190.	441	214.	320
143.	259	167.	257	191.	314	215.	301
144.	285	168.	321	192.	259	216.	305

SURVEYOR'S REFERENCE: 30282  
35083-41096SP

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

ePlan

# STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 305 IN  
DP1063152

Office Use Only

## SP90402

Registered:



29.10.2014

Office Use Only

Strata Certificate Details: Subdivision No:

17/SC48/14

Date: 15 SEPTEMBER 2014

LOT NO.	UE	LOT NO.	UE	LOT NO.	UE	LOT NO.	UE
217.	344	244.	255	271.	323	298.	353
218.	336	245.	309	272.	327	299.	247
219.	233	246.	329	273.	377	300.	248
220.	251	247.	309	274.	346	301.	327
221.	303	248.	314	275.	243	302.	349
222.	323	249.	331	276.	243	303.	331
223.	303	250.	329	277.	318	304.	336
224.	308	251.	262	278.	342	305.	358
225.	325	252.	257	279.	327	306.	511
226.	323	253.	311	280.	332	307.	309
227.	258	254.	336	281.	347	308.	331
228.	229	255.	316	282.	345	309.	351
229.	305	256.	321	283.	244	310.	331
230.	325	257.	340	284.	245	311.	343
231.	305	258.	338	285.	323	312.	360
232.	310	259.	263	286.	344	313.	540
233.	327	260.	258	287.	327	314.	344
234.	325	261.	314	288.	331	315.	331
235.	235	262.	338	289.	353	316.	353
236.	254	263.	318	290.	354	317.	336
237.	281	264.	323	291.	245	318.	344
238.	327	265.	342	292.	246	319.	372
239.	307	266.	345	293.	325	320.	570
240.	317	267.	241	294.	347	321.	353
241.	329	268.	259	295.	327	322.	344
242.	334	269.	318	296.	336	TOTAL	100,000
243.	237	270.	340	297.	380		

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE OF LAND

SURVEYOR'S REFERENCE: <sup>30282</sup>~~35083~~ 41096SP

ePlan

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 305 IN  
DP1063152

Office Use Only

SP90402

Office Use Only

Registered:



29.10.2014

Strata Certificate Details: Subdivision No: 17/SC 48/14

Date: 15 SEPTEMBER 2014

EXECUTED BY:

ALCEON GROUP No. 7 PTY LIMITED

ACN 163 670 406 in accordance

with section 127 of the corporations Act 2001

Melanie Hedges

Company Secretary

Morris Symonds

Director

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by ADAM BEAUMONT  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

(Signature) Tier Three Attorney

By Executing this instrument the attorney  
states that the attorney has received no notice  
of the revocation of the power of attorney.

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence.

Signature of witness:

Name of witness: Andrew Fernandez

Address of witness: Level 3, 275 Kent St  
Sydney NSW 2000

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted identifying documentation.

EXECUTED BY MAULIA

NO. 21 PTY LTD

ACN: 143 566 712

IN ACCORDANCE WITH

SECTION 127 OF THE

CORPORATIONS ACT

2001

DIRECTOR BRIAN H. REID

Dominic Sullivan

Director

SURVEYOR'S REFERENCE: 30282  
35063-41096SP



Form number: 97-011E

Licence number: 599D/08/5/97

**TRANSFER**  
including easeme  
New South Wales  
Real Property Act 1900

**6641288U**

Office of State Revenue use only

NEW SOUTH WALES DUTY

07-03-2000

0000250570-001

SECTION 18(2)

DUTY

\$ \*\*\*\*\*2.00

(A) **LAND TRANSFERRED**

Folio Identifiers 2/1011406 and 3/1011406

(B) **TENEMENTS**

Servient (land burdened)  
Lots 2 and 3 in Deposited Plan  
1011406

Dominant (land benefited)  
Lot 1 in Deposited Plan 884055

(C) **LODGED BY**

L.T.O. BOX

605m  
~~500D~~

Name, Address or DX and Telephone

MINTER ELLISON

44 Martin Place, SYDNEY

DX 447 Sydney

Telephone: (02) 9210 4444

REFERENCE (max. 15 characters) LGW/10840250

LEGALITIES  
1ks/ROG/CFA

(D) **TRANSFEROR****NEW SOUTH WALES LAND AND HOUSING CORPORATION**

(E) acknowledges receipt of the consideration of \$8,631,725.00

transfers to the transferee

(F) an estate in fee simple and the transferor

(G)

— reserves an easement as set out in Schedule One hereto

(H) Encumbrances (if applicable)

1. Nil

2.

3.

4.

(I) **TRANSFeree****T****JOYNTON SOUTH PTY LTD ACN 088 755 320**

(J)

**TENANCY:**

(K) We certify this dealing correct for the purposes of the Real Property Act 1900

DATE 9/3/2000

Signed in my presence by the Transferor who is personally known to me

SIGNED by me SEAN O'TOOLE, CHIEF GENERAL MANAGER,

as delegate of the New South Wales Land and Housing Corporation and I certify that I have

no notice of revocation of that delegation, in the presence of:

Level 2, 1 Fitzwilliam St, Paramatta

Address of Witness

Signed in my presence by the Transferee who is personally known to me.

Mary Macken  
Signature of Witness

MARY MACKEN  
Name of Witness (BLOCK LETTERS)

Address of Witness

Signature of Transferor

Signature of Transferee

Lexia G Wilson

CHECKED BY (office use only)

(M)  
**SCHEDULE ONE**  
**reservation of easement**

*Complete the Tenements panel on the front*

**Right of carriage way**

The transferor reserves a right of carriage way on the following terms and conditions:

1. The transferor and all Benefited Parties may at all times and by any means (including on foot, with animals or using any vehicle or implement) pass across the Site.
2. The transferor and all persons authorised by it may excavate, fill, pave, drain and otherwise carry out works on the Site to cause a trafficable surface to be laid and maintained on the Site.
3. The transferee must not do anything on the land burdened which prevents, impedes or interferes with the exercise of the rights conferred under paragraphs 1 and 2 of this right of carriage way.
4. (a) The party authorised to release, vary or modify the right of carriage way is the transferor.  
(b) Subject to paragraph 4(a) hereof, if the whole or any part of the Site is resumed or dedicated for the purpose of a public road this right of carriageway shall thereby be extinguished in respect of so much of the Site so dedicated.
5. In this right of carriage way:

'Benefited Parties' means the registered proprietor, lessee or occupant of the land benefited (or any part of the land benefited which is capable of enjoying this right of carriageway) and includes all persons authorised by them;

'land benefited' means Lot 1 in Deposited Plan 884055;

'land burdened' means Lots 2 and 3 in Deposited Plan 1011406;

'Site' means the parts of Lots 2 & 3 in Deposited Plan 1011406 shown as proposed right of carriageway 20.8 wide in Deposited Plan 1011406;

'transferee' includes the successors, transferees and assigns of the transferee;

'transferor' includes the successors to the functions of the transferor.



✓ 10/2/04  
x Day Maekes

**SCHEDULE TWO**  
**Request by Transferor**

**Request by transferor**

Not applicable.



x 10206

x 10206

Form: 01TG  
Release: 3.0

**TRANSFER**  
**GRANTING EASEMENT**  
New South Wales  
Real Property Act 1900



**AH313725F**

**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**

Servient Tenement	Dominant Tenement
306/1063152	305/1063152

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
984A	Landcom DX 28448 Parramatta 9841 8600 Reference: 123704X	<b>TG</b>

(C) **TRANSFEROR**

Landcom ABN 79 268 260 688
----------------------------

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00  
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Right of Pedestrian Access affecting the whole of the Lot Burdened fully described in Annexure "A".
---

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) **TRANSFeree**

Henlia No. 21 Pty Limited ACN 143 556 718
---

**DATE**

(H) I certify that I am an eligible witness and that an authorised officer of the transferor signed this dealing in my presence.  
[See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

*L. Thompson*

Signature of authorised officer:

Name of witness:

Address of witness:

**LYDIA THOMPSON**  
**LANDCOM**  
**330 CHURCH ST**  
**PARRAMATTA**

Authorised officer's name:

Authority of officer:

Signing on behalf of:

*Elizabeth Baird*

Signed by me **Elizabeth Baird** as delegate of Landcom and I hereby certify that I have no notice of revocation of such delegation.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Henlia No. 21 Pty Limited ACN 143 556 718  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

*BRITN BAIRSON*

Signature of authorised person:

*BRITN BAIRSON*

Name of authorised person: **BRITN BAIRSON**

Office held:

**DIRECTOR**

Name of authorised person: **BRITN BAIRSON**

Office held:

**SECRETARY**

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

*AB*

## Annexure "A"

### 1. Terms of Right of Pedestrian Access affecting the whole of the Lot Burdened

- (a) The Grantee and its Authorised Users may pass and re-pass across the Lot Burdened to and from the Lot Benefitted:
- (i) on foot;
  - (ii) at all times; and
  - (iii) for all purposes; but
  - (iv) without vehicles or animals.
- (b) The rights under this easement commence on the date of issue of the first occupation certificate for building work approved under the Development Consent or (if not expressly confirmed in the occupation certificate) the date of written confirmation by the principal certifying authority issuing the occupation certificate that embellishment works have been completed in accordance with Development Consent condition 74.
- (c) This easement extinguishes when the Lot Burdened is dedicated to the Council as public open space.

### 2. Interpretation

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

**Authorised User** means any resident of the Lot Benefitted.

**Council** means City of Sydney Council.

**Development Consent** means consent number D/2011/1818 as amended by any section 96 modification and as may be further amended or varied from time to time.

**Grantee** means the registered proprietor of a Lot Benefitted.

**Grantor** means the registered proprietor of a Lot Burdened.

**Lot Benefitted** means the dominant tenement.

**Lot Burdened** means the servient tenement.

**Occupation Certificate** is as defined in the *Environmental Planning and Assessment Act 1979* (NSW).



Form: 13PC  
Release: 3-0

**POSITIVE COVENA**  
New South Wales



**AH582371K**

Section 88E(3) Conveyancing Act

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

(A) **TORRENS TITLE**

305/1063152

(B) **LODGED BY**

Document Collection Box <b>112M</b>	Name, Address or DX, Telephone, and Customer Account Number if any COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P Reference: S102995 - J Maddox	CODE <b>PC</b>
--	---	-------------------

(C) **REGISTERED PROPRIETOR**

Of the above land  
HENLIA NO. 21 PTY LIMITED (ACN: 143 556 718)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
COUNCIL OF THE CITY OF SYDNEY

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

DATE 25 FEBRUARY 2013

(G) **Execution by the prescribed authority**

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

Signature of witness: [Signature]

Signature of authorised officer: [Signature]

Name of witness: RHONDA LONGWORTH

Name of authorised officer: Marcia Claire Doheny

Address of witness: 456 Kent Street, Sydney

Position of authorised officer: Power of Attorney

BOOK 4572 REQ No. 994

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Henlia No. 21 Pty Limited (ACN: 143 556 718)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]

Signature of authorised person: [Signature]

Name of authorised person: EDDY CHAHINE

Name of authorised person: BRIAN BOYD

Office held: Director

Office held: Director/Secretary

(H) **Consent of the N.A**

The N.A. under N.A. No. N.A., agrees to be bound by this positive covenant.

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

Signature of witness: \_\_\_\_\_ Signature of N.A. \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

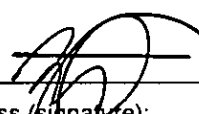
\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 305 IN DEPOSITED PLAN 1063152 BETWEEN HENLIA NO. 21 PTY LIMITED AND COUNCIL OF THE CITY OF SYDNEY**

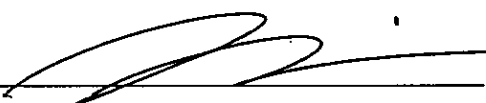
**DATED** 25 day of FEBRUARY 2013

The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land in Certificate of Title Folio Identifier "305/1063152") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:


- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the land burdened is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land burdened;
- (d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land burdened as a result of:
  - (i) any blockage of or surcharge or backflow from Council's drainage system;
  - (ii) the connection to Council's drainage system;

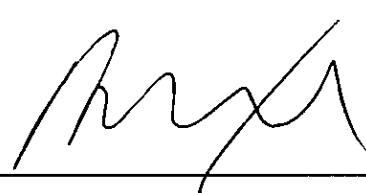
  
Witness (signature):

~~MANUEL BENTLEY~~  
Name (printed): RHONDA LONGWORTH

  
Director (signature):

EDDY CHAHINE  
Name (printed):

  
Marcia Claire Doherty

  
Director/Secretary (signature):

Brian Boyd  
Name (printed): BRIAN BOYD

- (iii) the construction of the private connection beneath the footway or its presence in the public way;
- (iv) the relocation of the gully pit;
- (v) any costs and expenses of disconnection under paragraph (c);

to the extent caused or contributed by the Registered Proprietor or any lessee or occupier of the land burdened;

- (g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;
- (h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.

Witness (signature):

Name (printed): RHOWDA LONGWORTH

Director (signature):

EDDY CHAHINE

Name (printed):

Marcia Claire Doherty

Director/Secretary (signature):

Brian Boyd  
Name (printed): BRIAN BOYD



Form: 13RPA  
Release: 3.0

**RESTRICTION ON THE  
USE OF LAND BY A  
PRESCRIBED AUTHOR**

New South Wales

Section 88E(3) Conveyancing Act 19



**AI885673D**

**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**

305/1063152

(B) **LODGED BY**

Document  
Collection  
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

THE COUNCIL OF THE CITY OF SYDNEY  
DX 1251 SYDNEY PH: 9265 9142 CAN: 123053P

**112M**

Reference: S102995 - L Nash

**RV**

(C) **REGISTERED  
PROPRIETOR**

Of the above land

HENLIA NO. 21 PTY LIMITED (ACN: 143 556 718)

(D) **LESSEE  
MORTGAGEE  
or  
CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest

Number of Instrument

Name

Mortgage

AH785707

Westpac Banking Corporation

MORTGAGE

AH879084

ALCEON GROUP NO. 7 PTY LIMITED

(E) **PRESCRIBED  
AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919

THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

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

DATE 11 SEPTEMBER 2014

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

Signature of witness:

Name of witness:

HEATHER TURNER

Address of witness:

456 Kent Street  
SYDNEY NSW 2000

Signature of authorised officer:

Name of authorised officer:

Marcia Claire Doherty

Position of authorised officer:

Power of Attorney

Book 4572 Reg No. 994

THE COUNCIL OF THE CITY OF  
SYDNEY

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Henlia No. 21 Pty Limited

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

**Brian Boyd**

Name of authorised person:

Office held:

Director

Signature of authorised person:

**Brian Bailison**

Name of authorised person:

Office held:

Director/Secretary

(H) The mortgagee under mortgage No. AH785707 & AH879084 agrees to be bound by this restriction.

I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence. PLEASE SEE ATTACHED PAGES

Signature of witness:

Signature of mortgagee:

Name of witness:

Address of witness:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

(H) CONSENT OF THE MORTGAGEE

The Mortgagee under Mortgage No. **AH785707** agrees to be bound by this Restriction. I certify that the above Mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

EXECUTED BY WESTPAC BANKING )  
CORPORATION in the presence of: )

Pixie Shmigel [Signature]  
Witness (signature):

\_\_\_\_\_  
Authorised Officer (signature):

Pixie Shmigel  
Full Name (printed):

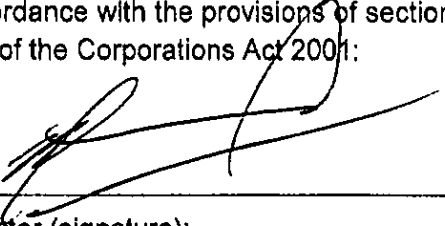
\_\_\_\_\_  
Full Name (printed):

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
SIGNED by <u>MARK BAILEY</u> attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332	
(Signature)	Tier Three Attorney
By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.	
I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.	
Signature of witness	<u>[Signature]</u>
Name of witness	<u>Andrew Fernandez</u>
Address of witness	<u>Level 3, 275 Kent St Sydney NSW 2000</u>
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.	

(H) **CONSENT OF THE MORTGAGEE**

The Mortgagee under Mortgage No. **AH879084** agrees to be bound by this Restriction. I certify that the above Mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

**EXECUTED BY ALCEON GROUP NO. )**  
**7 PTY LIMITED (ACN: 163 670 406) in )**  
accordance with the provisions of section )  
127 of the Corporations Act 2001: )

  
\_\_\_\_\_  
Director (signature):

Morris Symonds

\_\_\_\_\_  
Full Name (printed):

  
\_\_\_\_\_  
Director/Secretary (signature):

Melanie Hedges

\_\_\_\_\_  
Full Name (printed):

**ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND BY A  
PRESCRIBED AUTHORITY ON LOT 305 IN DEPOSITED PLAN 1063152 BETWEEN  
HENLIA NO. 21 PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY**

**DATED:** 11th day of SEPTEMBER 2014

**RESTRICTION ON RESIDENTIAL ACCOMMODATION**

The accommodation portion of the building (levels 01 to 15) must be used as permanent Residential Accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

**Consent** means the consent granted to Development Application D/2011/1818 in accordance with the Environmental Planning and Assessment Act 1979;

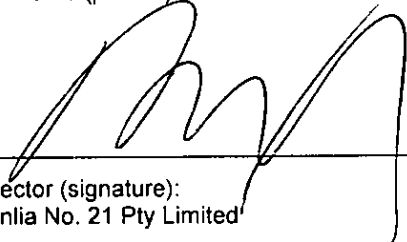
**Residential Accommodation** means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.



Witness (signature):

HEATHER TURNER

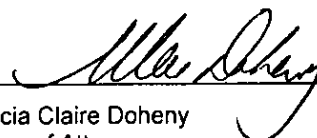
Full Name (printed):



Director (signature):  
Henlia No. 21 Pty Limited

**Brian Boyd**

Full Name (printed):



Marcia Claire Doheny  
Power of Attorney  
Book 4572 No 994  
The Council of the City of Sydney



~~Director~~/Secretary (signature):  
Henlia No. 21 Pty Limited

**Brian Bailison**

Full Name (printed):

Form: 07L  
Release: 4-0

## LEASE

New South Wales  
Real Property Act 1900



# AI958258M

RELODGED

**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.

28 OCT 2014  
STAMP DUTY

Office of State Revenue use only

TIME: 3:45

(A) **TORRENS TITLE**

Property leased

Certificate of Title 305/1063152

PART being the premises shown as "Substation Premises No.61141" on the plan annexed and marked "B" together with the right of way and easement referred to in Clauses 1 & 2 of Annexure "A".

(B) **LODGED BY**

Document  
Collection  
Box

Name, Address or DX, Telephone, and Customer Account Number if any

COLIN BIGGERS & PAISLEY, SOLICITORS  
LEVEL 42, 2 PARK STREET, SYDNEY  
DX 280 SYDNEY PHONE: (02) 8281 4555  
LLPN: 123055K

CODE

L

115F

Reference:

BSM: 220743

(C) **LESSOR**

Henlia No. 21 Pty Limited  
ACN 571 168 579

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

(D) **Encumbrances (if applicable):**

(E) **LESSEE**

AUSGRID  
ABN 67 505 337 385

(F) **TENANCY:**

(G) 1. **TERM** 50 years

2. **COMMENCING DATE** 2 July 2014

3. **TERMINATING DATE** 1 July 2064

4. With an **OPTION TO RENEW** for a period of 25 years  
set out in clause 29 of Memorandum AG823634

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "A"

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.

8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900  
No. AG823634

9. The **RENT** is set out in clause No. 5 of Memorandum AG823634

CT prod 448B

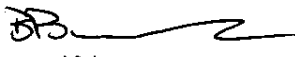
**DATE**

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
Corporation: Henlia No. 21 Pty Limited ACN 571 168 579  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

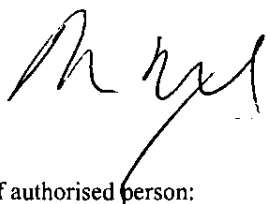
Office held:

  
Brian Bailison  
Secretary

Signature of authorised person:

Name of authorised person:

Office held:


  
Brian Boyd  
Director

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

Signature of witness:

Name of witness:

Address of witness:

  
AMY ELISE HILL  
570 George Street  
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.


Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

  
TREVOR MARK ARMSTRONG  
AUSGRID  
4641  
639

**(I) STATUTORY DECLARATION\***

I

solemnly and sincerely declare that—

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

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

Made and subscribed at

in the State of New South Wales

on

in the presence of

of

☐ Justice of the Peace ☐ Practising Solicitor ☐ Other qualified witness [specify]

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

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was

Signature of witness:

Signature of applicant:

\* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment of the form.

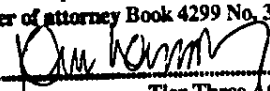

\*\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**THIS IS ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN  
HENLIA NO. 21 PTY LIMITED AS LESSOR AND AUSGRID AS LESSEE  
DATED:**

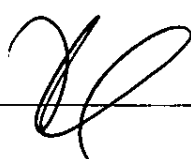
The Lessee shall have the benefit of the following rights:

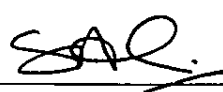
- 1 A RIGHT OF WAY over the land shown as "R" on the plan annexed and marked "B" on the terms contained in clause 18(a) of Memorandum AG823634 filed in Land & Property Information.
- 2 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "E and E1" on the plan annexed and marked "B" on the terms contained in clause 18(b) of Memorandum AG823634 filed in Land & Property Information.

**Executed by Westpac Banking Corporation**


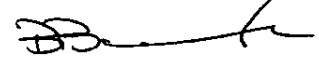
Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
SIGNED by <u>Shaun Ivory</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332	
(Signature) 	Tier Three Attorney
By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.	
I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.	
Signature of witness 	Name of witness: <u>Andrew Fernandez</u>
Address of witness:	<u>Level 3, 275 Kent St</u> <u>Sydney NSW 2000</u>
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.	

Signed by Alceon  
Group No. 7 Pty  
Limited ACN 163  
670 406

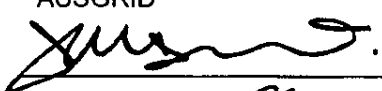

sign   
\_\_\_\_\_  
DIRECTOR  
office (director or secretary)  
Trevor Loewensohn  
full name

sign   
\_\_\_\_\_  
SECRETARY  
office (director or secretary)  
Shareen Ali  
full name

SIGNED FOR AND ON BEHALF OF  
Henlia No. 21 Pty Limited

  
\_\_\_\_\_  
  
\_\_\_\_\_

SIGNED FOR AND ON BEHALF OF  
AUSGRID

  
\_\_\_\_\_  
  
\_\_\_\_\_

"B"

L.G.A: SYDNEY CITY

LOCALITY: ZETLAND

## PLAN

SHOWING SUBSTATION PREMISES No.61141  
EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF WAY WITHIN  
C.T. FOLIO IDENTIFIER 305/1063152

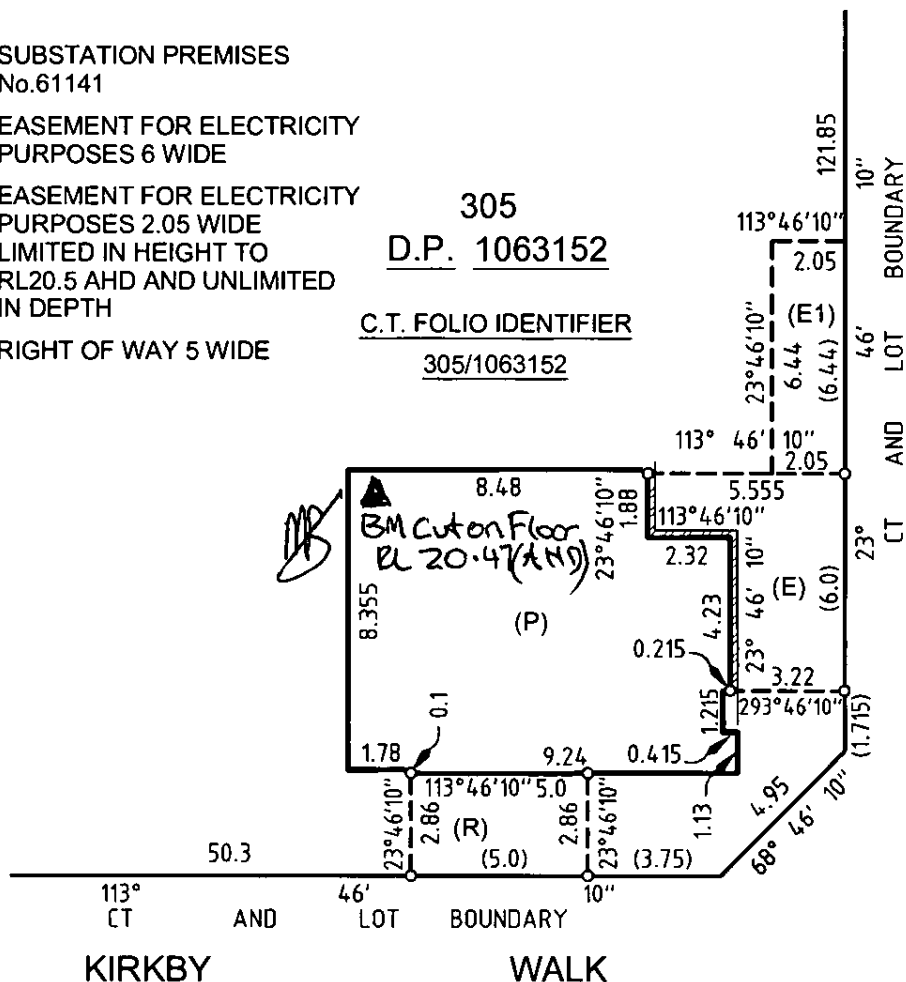
PARISH OF ALEXANDRIA - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:200

- (P) SUBSTATION PREMISES  
No.61141
- (E) EASEMENT FOR ELECTRICITY  
PURPOSES 6 WIDE
- (E1) EASEMENT FOR ELECTRICITY  
PURPOSES 2.05 WIDE  
LIMITED IN HEIGHT TO  
RL20.5 AHD AND UNLIMITED  
IN DEPTH
- (R) RIGHT OF WAY 5 WIDE

305  
D.P. 1063152

C.T. FOLIO IDENTIFIER  
305/1063152



GEORGE JULIUS AVENUE

▲ BENCHMARK  
DRILL HOLE & WING  
ON KERB  
RL 20.65 (AHD)

24-09-14

SIGNATURES AND SEALS OF PARTIES

*[Handwritten signatures and seals of parties]*



F/W AI958258

Bartier Perry Pty Ltd  
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Sydney NSW 2000  
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PO Box 2631  
Sydney NSW 2001

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Fax +61 2 8281 7838  
ABN 30 124 690 053

**Bartier  
Perry**

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

14 October 2014

Our ref: PLC 135306

Dear Registrar General

**CAVEAT AI274516**  
**REGISTERED PROPRIETOR: HENLIA NO 21 PTY LIMITED**  
**PROPERTY: FOLIO IDENTIFIER 305/1063152**

We are the solicitors for Ausgrid, the Caveator under Caveat AI274516.

Our client, as Caveator, consents to the registration of a lease of substation premises no 61141 from Henlia No 21 Pty Ltd as lessor to Ausgrid as lessee.

On registration of the lease, caveat AI274516 should be removed.

Yours faithfully  
**Bartier Perry**



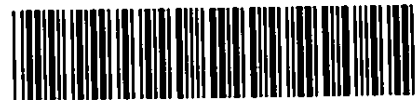
**Pas Crino | Consultant**  
D +612 8281 7807 F +612 8281 7805  
pcrino@bartier.com.au

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 201  
Real Property Act 1900



**AP850515U**

**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

Folio Identifier CP/SP90402

(B) **LODGED BY**

Document  
Collection  
Box

**1W**

Name, Address or DX, Telephone, and Customer Account Number if any  
Strata Specialist Lawyers Tel: (02) 9089 8706  
GPO Box 1378  
SYDNEY NSW 2001

Reference: 1817

CODE

**CH**

- (C) The Owners-Strata Plan No. 90402 \_\_\_\_\_ certify that a special resolution was passed on 29/11/2019
- (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. 31 \_\_\_\_\_  
Added by-law No. 31 \_\_\_\_\_  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 90402 \_\_\_\_\_ was affixed on 16/1/2020 \_\_\_\_\_ in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: \_\_\_\_\_

Name: Zoe Marshall

Authority: Strata Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1702

**STRATA SCHEME NO 90402**  
**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**CONSOLIDATED BY-LAWS**

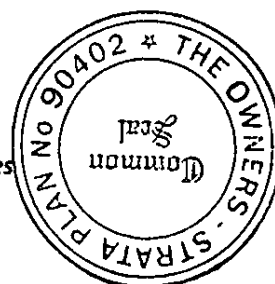
**Table of Contents**

1. DEFINITIONS AND INTERPRETATION .....	4
2. INTRODUCTION .....	7
3. BEHAVIOUR .....	7
4. RESPONSIBILITY FOR VISITORS .....	8
5. OBLIGATIONS OF OWNERS AND OCCUPIERS FOR THE LOT .....	8
6. KEEPING ANIMALS .....	10
7. NOISE CONTROLS .....	12
8. ERECTING A SIGN .....	12
9. MOVING AND DELIVERING FURNITURE AND GOODS .....	12
10. BALCONIES .....	13
11. STORING AND OPERATING A BARBEQUE .....	14
12. DISPOSAL OF GARBAGE .....	15
13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY .....	17
14. BUILDING WORKS .....	18
15. OCCUPANCY AND USE OF A LOT .....	19
16. BUILDING MANAGER .....	21
17. SPECIAL PRIVILEGE FOR AIR CONDITIONING UNITS .....	22
18. HEALTH CLUB .....	23
19. ENERGY AND WATER RATED APPLIANCES .....	23
20. DAMAGE TO COMMON PROPERTY .....	24
21. INSURANCE PREMIUMS .....	24
22. SECURITY .....	25
23. SECURITY KEYS .....	25
24. RESTRICTIONS .....	27
25. MAINTENANCE OF INTERCOM HANDSETS .....	27

This is page 2 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: Joe Marshall  
Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



26. MAINTENANCE OF BALCONY SLIDING DOORS AND WINDOWS .....	27
27. MAINTENANCE OF BATHROOMS.....	28
28. CONSENTS.....	28
29. FAILURE TO COMPLY WITH BY-LAWS .....	28
30. SERVICE OF DOCUMENTS .....	29
31. PARKING ON COMMON PROPERTY .....	29
32. SMOKE PENETRATION.....	35
33. PRESERVATION OF FIRE SAFETY .....	35
34. SPECIAL PRIVILEGE TO KEEP UNDERFLOOR HEATING.....	36

**This is page 3 of a total of 36 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

## 1. Definitions and Interpretation

### 1.1 Definitions

Unless the contrary intention appears, in these by-laws:

**Air Conditioning Unit** means an air conditioning unit located within a Lot and which exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air conditioning unit to the Lot or which are otherwise for the exclusive use of a Lot.

**Balcony** means a balcony, terrace and/or courtyard in a lot.

**Building Manager** means the building manager appointed by the Owners Corporation according to by-law 16.

**Building Works** mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in Platinum, whether or not they are for the exclusive use of the Lot, but exclude:
- (f) minor fit out works inside a Lot;
- (g) works or alterations to the interior of Common Property walls in a Lot; and
- (h) works which an Owner is entitled to carry out under an Exclusive Use By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the lot or the Common Property.

**Common Property** means common property in Platinum and personal property of the Owners Corporation.

**Council** means the Council of the City of Sydney and its successors and assigns.

This is page 4 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**Developer** means Henlia No. 21 Pty Limited and its successors and assigns.

**Development Act** means *Strata Schemes (Freehold Development) Act 1973* (NSW).

**Executive Committee** means the executive committee of the Owners Corporation.

**Exclusive Use By-Law** means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

**Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

**Health Club** means the gymnasium and spa facilities that form part of the Common Property.

**Initial Period** has the same meaning as it does in the Management Act.

**Inter-Tenancy Wall** means a Common Property wall between 2 lots.

**Lot** means a strata lot in Platinum.

**Management Act** means *Strata Schemes Management Act 1996* (NSW).

**Occupier** means the occupier, lessee, licensee or any person in lawful occupation of a Lot or any part of a Lot.

**Owner** means:

- (a) the owner for the time being of a Lot;
- (b) if a Lot is subdivided, the owners for the time being of the new lots;
- (c) for an Exclusive Use By-Law, the owner of the Lot benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

**Owners Corporation** means The Owners of the Strata Plan.

**Platinum** means the strata scheme created by the Strata Plan.

**Restricted Dog** is as defined in the *Companion Animals Act 1998* (NSW).

**Security Keys** means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

This is page 5 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**Storage Space** means a Common Property storage space and includes the floor, ceiling and wire mesh walls around a Storage Space.

**Strata Manager** means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

**Strata Plan** means the strata plan registered with these by laws.

## **1.2 Interpretation**

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that are not defined in these by-laws have the same meaning as they do in the Management Act;
- (b) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (c) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- (d) a particular person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
- (e) the singular includes the plural and vice versa; and
- (f) the words "include" or "including" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

## **1.3 Headings**

Headings are for convenience only and do not affect the interpretation of the by-laws.

## **1.4 Severability**

A provision of the by-laws that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the provision in the by-laws in any other jurisdiction. This does not affect the validity or enforceability of the provision in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction.

This is page 6 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**1.5 Discretion in exercising rights**

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless these by-laws expressly state otherwise).

**1.6 Partial exercise of rights**

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

**1.7 Remedies cumulative**

The rights and remedies provided in these by-laws are in addition to other rights and remedies given by law independently of these by-laws.

**2. Introduction**

**2.1 What are by-laws?**

The by-laws regulate the day-to-day management and operation of Platinum.

**2.2 Who must comply with the by-laws?**

Owners and Occupiers and the Owners Corporation must comply with these by-laws.

**3. Behaviour**

**3.1 Obligations of Owners and Occupiers**

Owners and Occupiers must not:

- (a) make noise, vibration or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property;
- (d) obstruct the use of Common Property by any person;
- (e) do anything in Platinum which is illegal;

This is page 7 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



- (f) leave children unattended in or on areas of Common Property which are of possible danger or hazard to children; or
- (g) do anything which might damage the good reputation of the Owners Corporation or Platinum.

### **3.2 Complying with law**

Owners and Occupiers must comply on time and at their cost with all laws relating to:

- (a) their Lot; and
- (b) Common Property to which they have a licence, lease or a right to use under an Exclusive Use By-Law.

## **4. Responsibility for visitors**

### **4.1 Owners and Occupiers obligations**

Owners and Occupiers must:

- (a) take all reasonable steps to ensure that the Owner's and the Occupier's visitors comply with these by-laws;
- (b) ensure that visitors leave Platinum if they do not comply with the by-laws; and
- (c) accompany visitors at all times, except when they are entering or leaving Platinum or Platinum.

### **4.2 Leasing Lots**

If an Owner leases or licences its lot, the Owner must:

- (a) provide its tenant or licensee with an up-to-date copy of these by-laws; and
- (b) ensure that the Owner's tenant or licensee and their visitors comply with these by-laws.

## **5. Obligations of Owners and Occupiers for the Lot**

### **5.1 General obligations**

Each Owner and Occupier must, in relation to the Lot which they own or occupy:

**This is page 8 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (a) keep the Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under these by-laws which services the Lot; and
- (c) notify the Owners Corporation if it changes the existing use of the Lot in a way which may affect the Owners Corporation's insurance policies or premiums.

## 5.2 Owners Corporation Consent

Each Owner and Occupier must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) do or keep anything in or on a Lot that is not in keeping with the appearance of Platinum;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in a Lot if they are visible from outside of the Lot or Platinum;
- (d) install an audible intruder alarm;
- (e) do anything that may invalidate, suspend or increase the premium payment for any insurances effected by the Owners Corporation; and
- (f) attach or hang an aerial or wires outside a Lot.

## 5.3 Floor coverings

- (a) Each Owner and Occupier must keep the floors in their Lot covered or treated to stop the transmission of noise which unreasonably disturbs other Owners or Occupiers.
- (b) If an Owner wants to change the floor covering or treatment within their Lot other than the floor covering or treatment existing as at the date of registration of the Platinum strata plan the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and will comply with the requirements of the Building Code of Australia.
- (c) Each Owner must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in their Lot which assist to prevent the transmission of noise.

This is page 9 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

#### **5.4 Windows**

- (a) Each Owner must obtain consent from the Owners Corporation to:
  - (1) attach window tinting (or any other item); and
  - (2) install curtains, roller blinds or venetian blinds (or any other type of windowto windows and glass doors in the Owner's Lot.
- (b) Each Owner may install curtains, roller blinds or venetian blinds on or in their Lot provided that the window coverings have an appearance from outside the Lot or Platinum which is in keeping with the appearance of Platinum and in accordance with the Architectural Code.

#### **5.5 Laundry**

Owners and Occupiers must not hang laundry (or any other item) in any area of their Lot so that it is visible from outside the Lot.

### **6. Keeping Animals**

- (a) Owners and Occupiers may keep in their Lot, without obtaining the consent of or notifying the Owners Corporation:
  - (1) fish in a secure indoor aquarium; or
  - (2) a guide dog or hearing dog or other animal if they need the dog or other animal because of a visual disability, hearing disability or any other disability.
- (b) Owners and Occupiers may keep up to a total maximum of 2 of the following types of animals in their Lot:
  - (1) small companion dogs (other than excluded dogs which as listed on the RSPCA list) and no larger than 15 kg as a full grown adult dog;
  - (2) cats;
  - (3) small caged birds,but only if the Owner or Occupier notifies the Owners Corporation in writing before bringing the animals in or on to the Lot.

This is page 10 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (c) Owners and Occupiers may not keep any other type of animal in the Owner's or Occupier's Lot without the written consent of the Owners Corporation (such consent not to be unreasonably withheld).

## 6.2 Controlling animals

Owners and Occupiers must ensure that:

- (a) any animal they are allowed to keep under this by-law does not wander onto another Lot or Common Property; and
- (b) when taking any animal onto Common Property, they must be leashed and controlled it at all times.

## 6.3 Conditions for keeping an animal

The Owners Corporation has the right at any time to order an Owner or Occupier to remove its animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) the Owner or Occupier does not comply with its obligations under this by-law; or
- (c) if the Owner or Occupier keeps a dog, the dog is a Restricted Dog or is not registered under the Companion Animals Act 1998 (NSW).

## 6.4 Responsibilities

Owners and Occupiers are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
  - (1) any noise their animal makes which causes unreasonable disturbance; and
  - (2) damage to or loss of property or injury to any person caused by their animal; and
- (b) to clean up after their animal and take such action as may be necessary to clean all areas of their Lot and Common Property that are soiled by the animal. Any cost associated with the cleaning of any area by the Owners Corporation due to noncompliance with this clause will be borne by the relevant Owner or Occupier; and
- (c) to ensure that no animals are to be in any Common Property garden area.

**This is page 11 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

## **7. Noise controls**

### **7.1 Noise which affects neighbours**

Owners and Occupiers must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property. Equipment and machinery

Owners and Occupiers must ensure that equipment and machinery in their Lot or Common Property does not cause vibrations or noise in another part of Platinum which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

## **8. Erecting a sign**

### **8.1 Obligations**

Owners and Occupiers must not erect a sign in their Lot or on Common Property.

## **9. Moving and delivering furniture and goods**

### **9.1 Moving in**

Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of Platinum or move large articles (e.g. furniture) through Common Property.

### **9.2 Obligations**

When an Owner or Occupier takes deliveries or moves furniture or goods through Platinum, they must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) repair any damage they (or the person making the delivery) cause to Common Property; and
- (c) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

### **9.3 Additional requirements for moving in or moving out**

This is page 12 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of Platinum:

- (a) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (b) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
- (c) Owners or Occupiers may be prohibited from moving items through the front foyer of Platinum and/or restricted to using a loading dock nominated by the Owners Corporation; and
- (d) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

#### **9.4 Building Manager may co-ordinate**

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

- (a) make arrangements with the Building Manager when they move in or out of Platinum; and
- (b) comply with the requirements of the Building Manager when they take deliveries or move furniture or goods through Platinum.

## **10. Balconies**

### **10.1 What can be kept on a Balcony?**

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is of a standard commensurate with the standard of Platinum;

This is page 13 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.

#### **10.2 Prohibitions on items on balconies**

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

#### **10.3 Removing items from a Balcony**

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

#### **10.4 Enclosing a Balcony**

Owners and Occupiers must not enclose their Balconies.

#### **10.5 Portable items to be removed when Balcony not in use**

Owners and Occupiers must remove from their Balcony all portable Items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

#### **10.6 Owner and Occupier responsibilities**

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

#### **10.7 Indemnity**

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 9.4(b), unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

### **11. Storing and operating a barbeque**

This is page 14 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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### **11.1 Barbeques**

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) it is a type approved under by-law 11.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is kept covered when not in operation;
- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

### **11.2 Types of approved barbeques**

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the Owners Corporation.

### **11.3 Operating a barbeque**

- (a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

## **12. Disposal of garbage**

### **12.1 General requirements**

Owners and Occupiers must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the garbage room or a garbage chute according to this by-law); or
- (b) in an area of their Lot which is visible from outside the Lot.

This is page 15 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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## 12.2 Obligations

Owners and Occupiers must:

- (a) drain and securely wrap household garbage and put it in the garbage chute on their level of Platinum;
- (b) leave other garbage and recyclable materials in the area in the garbage room designated by the Owners Corporation for that purpose;
- (c) drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;
- (d) recycle garbage according to instructions from the Owners Corporation and Council; and
- (e) contact the Owners Corporation to remove (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

## 12.3 Garbage Chutes

Owners and Occupiers must not place:

- (a) bottles or glass;
- (b) liquids;
- (c) items that weigh more than 2.5 kilograms; or
- (d) boxes or large items

in a garbage chute.

## 12.4 Owners Corporation responsibility

The Owners Corporation must:

- (a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- (b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

**This is page 16 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:**

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### **13. Moving furniture and other objects on or through Common Property**

- (a) An Owner or Occupier must not transport any furniture, large objects or deliveries to or from the Lot through or over Common Property within the Platinum unless sufficient notice has first been given to the Building Manager so as to enable the Building Manager to arrange for its nominee to be present at the time when the Owner or Occupier undertakes the activity referred to in this by-law.
- (b) The Owners Corporation may, by resolution, determine the manner in which furniture, large objects or deliveries to and from the Lot are to be transported through or over the Common Property (whether in the Platinum or not) and may impose appropriate conditions on such activities, including but not limited to the use of protective covers for surfaces forming part of the Common Property, prohibitions on the use of trolleys or other moving devices having metal wheels and insurance requirements.
- (c) If the Owners Corporation has determined, by resolution in accordance with by-law 13(b), the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier must not transport any furniture, large object or deliveries to and from the Lot through or over Common Property except in accordance with that resolution. The Building Manager may inspect any parts of the Common Property and may direct any Owner or Occupier in writing to rectify any damage caused by the transportation of furniture, large objects or deliveries by that Owner or Occupier.
- (d) An Owner or Occupier must not make any deliveries on the Common Property unless a prior appointment has been made with the Building Manager. The Owners Corporation may, from time to time, make rules and impose conditions in relation to the use of the Common Property, including in relation to the maximum height and weight of vehicles and the hours in which access is permitted.
- (e) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Platinum:
  - (1) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form, of which is to be reasonably determined by the Owners Corporation;
  - (2) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;

This is page 17 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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- (3) Owners or Occupiers may be prohibited from moving items through any front foyer of the Platinum and/or restricted to using a loading dock nominated by the Owners Corporation; and
- (4) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

## **14. Building Works**

### **14.1 Consent**

An Owner or Occupier must have consent from the Owners Corporation to carry out Building Works.

### **14.2 Procedures before carrying out Building Works**

Before carrying out Building Works, Owners and Occupiers must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if it propose to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

### **14.3 Procedures when carrying out Building Works**

Owners and Occupiers carrying out Building Works, must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

This is page 18 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

## **15. Occupancy and Use of a Lot**

### **15.1 Restricting the number of adult occupiers in a lot**

Subject to clause 36 of the Strata Schemes Management Regulation 2016, an Owner, lessee or Occupier of a Lot must not allow more than two adults to reside in each bedroom of the lot.

### **15.2 Prohibition on subdivision of rooms in a lot**

An Owner, lessee or Occupier of a Lot must not divide or partition any part of the Lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping.

### **15.3 Right of the owners corporation to enter a lot**

In addition to the rights conferred on the Owners Corporation, the owners corporation has a right to enter any Lot to determine compliance by the Owner, lessee or Occupier with this by-law. An Owner, lessee or Occupier must comply with any reasonable direction of the Owners Corporation in this regard.

### **15.4 Notification to owners corporation of occupiers in a lot**

An Owner who leases or licences their Lot (or any lessee or licensee who subleases or sublicenses their Lot) must:

- (a) Provide their tenant or licensee with an up-to-date copy of the by-laws;
- (b) Ensure that their tenant or licensee and their guests comply with the by-laws;
- (c) Take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply or leave the parcel.

### **15.5 Use of a lot**

- (a) An Owner or Occupier of a Lot must not enter into any arrangement for the occupation of a lot (or any part of the lot) otherwise than under a residential tenancy agreement to which the *Residential Tenancies Act 2010* applies.

This is page 19 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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- (b) An Owner, lessee or Occupier of a Lot must not use the Lot or allow it to be used for an unlawful purpose or in an unlawful manner.
- (c) Any one of following shall be prima facie evidence that a lot is being used or has been used contrary to clause 15.5(a) of this by-law:
  - (i) A failure to provide notice under s.258 of the Act in respect of a person who uses the lot for his or her accommodation under a commercial arrangement;
  - (ii) A failure to provide to the owners corporation on request a copy of the lease, or documents relating to the assignment, the subject of the notice under s.258 of the Act;
  - (iii) A failure to provide to the owners corporation on request details of an environment planning instrument, or a copy of development consent, which permits use of the lot for a purpose that would otherwise contravene clause 6 of this by-law.
- (d) An Owner, lessee or Occupier of a Lot must not make known publicly or advertise, whether by the Owner, lessee or Occupier or other person or entity (including AirBnB, Stayz, a real estate agent or other service provider) that the Lot is available for a use that would contravene this by-law.

**15.6 Costs to be paid by owner or occupier**

- (a) The Owner, lessee or Occupier of a lot who breaches any part of this by law must indemnify the Owners Corporation against all costs, expenses and fees incurred by the Owners Corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach. The Owner must pay all costs, expenses and fees to the Owners Corporation upon reasonable demand. Such costs may include, but are not limited to:
  - (i) Water, garbage, and electricity usage as a result of the additional persons sleeping in a Lot;
  - (ii) Additional cleaning fees associated with additional persons sleeping in a Lot;
  - (iii) Strata manager's fees;
  - (iv) Legal costs;
  - (v) Costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;

This is page 20 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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- (b) For the avoidance of doubt, the Owner is responsible for all costs referred to in the previous clause in the event the lessee or Occupier is unable to be located or fails to pay upon reasonable demand.
- (c) Any money payable by an Owner, Occupier or lessee under this by-law may be recoverable by the Owners Corporation as a debt, if not payable within 14 days of demand, together with interest at the rate of 10% per annum and the expenses incurred by the Owners Corporation in recovering such amounts.

#### **15.7 Restricting access to common property**

Subject to this by-law, the Owners Corporation has the power to:

- (a) Close off or restrict by security key access to parts of the Common Property that do not give access to a Lot;
- (b) Restrict any persons who are in breach of this by-law access to any part of the building;
- (c) Allow security personnel to use part of Common Property to determine or enforce compliance with this by-law.

### **16. Building Manager**

#### **16.1 Appointment**

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for Platinum.

#### **16.2 Delegation**

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

#### **16.3 Duties**

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;

This is page 21 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Platinum generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Platinum

## **17. Special privilege for Air Conditioning Units**

### **17.1 Special privilege rights**

- (a) The Owners and Occupies must not keep any Air Conditioning Unit on the balcony of their Lot.
- (b) [Owners have the special privilege to keep an Air Conditioning Unit (of a type and size approved by the Owners Corporation) on that part of Common Property required.]
- (c) [The special privilege is granted in relation to that part of Common Property required for the installation and keeping of the Air Conditioning Unit.]

### **17.2 Obligations**

Owners must, at their cost:

- (a) operate, maintain and repair their Air Conditioning Unit in accordance with manufacturer's specifications;
- (b) maintain, repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);
- (c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in Platinum;

This is page 22 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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- (d) use contractors approved by the Owners Corporation to maintain repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of ii) is fitted and installed; and
- (e) comply with requirements of Government Agencies about Air Conditioning services.

## **18. Health Club**

### **18.1 Rules**

The Owners Corporation must make rules about the use of the Health Club including the times in which the Health Club may be used.

### **18.2 Who may use the Health Club**

Only an Owner or Occupier of a Lot may use the Health Club.

### **18.3 Control of children**

An Owner or Occupier of a Lot must ensure that they exercise effective control of children who are in their care when children use the Health Club.

### **18.4 Prohibitions**

- (a) An Owner or Occupier of a Lot or their visitor must not:
  - (1) bring food or drink into the Health Club (other than non alcoholic drinks in plastic drinking bottles);
  - (2) hold parties or other functions in the Health Club, or interfere with health club equipment other than for the day to day operation of the equipment;
  - (3) behave in a manner which disturbs other Owners, Occupiers or their visitors in using the Health Club; or
  - (4) bring glass objects, drinking glass or sharp objects into the Health Club.
- (b) The Health Club shall not be used for residential purposes or commercial purposes without the prior written consent of Council and the unanimous consent of the Owners Corporation.

## **19. Energy and water rated appliances**

This is page 23 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

## **20. Damage to Common Property**

### **20.1 Obligations**

Owners and Occupiers must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if they know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by them, their visitors or persons doing work or carrying out Building Works in Platinum on their behalf.

### **20.2 Owners Corporation consent**

Owners and Occupiers must have consent from the Owners Corporation to:

- (a) interfere with or make any alteration to Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

## **21. Insurance premiums**

### **21.1 Consent from the Owners Corporation**

An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

### **21.2 Increased premiums**

If the Owners Corporation gives consent under this by-law, it may make conditions that require the Owners or Occupier to reimburse the Owners Corporation for any increased premium.

This is page 24 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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## **22. Security**

### **22.1 Installation of security equipment**

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Platinum.

### **22.2 Restricting access to Common Property**

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in Platinum where and Owner or Occupier does not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Platinum.

### **22.3 Obligations**

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Platinum.

## **23. Security Keys**

### **23.1 Providing Owners and Occupiers**

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 22.

### **23.2 Number of Security Keys per Lot**

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.

This is page 25 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Platinum carpark. This will be determined by reference to how many carspaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

### **23.3 Ownership**

Security Keys belong to the Owners Corporation.

### **23.4 Managing the Security Key system**

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

### **23.5 Obligations**

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

### **23.6 Prohibitions**

An Owner Occupier must not:

- (a) copy a Security Key; or

This is page 26 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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- (b) give a Security Key to someone who is not an Owner or Occupier.

## **24. Restrictions**

- (a) No more than 2 adult people may occupy any bedroom of a Lot and no bedroom of a Lot can contain more than 2 beds.
- (b) The total number of adults residing in a Lot must not exceed twice the number of approved bedrooms in a Lot.
- (c) If a Lot is tenanted, it must be subject to a residential tenancy agreement for a term of at least 3 months.
- (d) An Owner, Occupier or the Owners Corporation must not permit the Building Manger or agent to advertise or organise for short term accommodation or share accommodation in Platinum.
- (e) The Owner and Occupier of a Lot must ensure that the Lot is not:
  - (1) occupied by more persons than are allowed under these by-laws or by a Consent Authority to occupy the Lot; or
  - (2) used for any purpose that is prohibited by law.

## **25. Maintenance of intercom handsets**

- (a) An Owner or Occupier must properly maintain the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot, in a state of good and serviceable repair.
- (b) For the avoidance of doubt the Owner has the special privilege and exclusive use over the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot.

## **26. Maintenance of balcony sliding doors and windows**

- (a) An Owner must clean, maintain, repair and, if necessary replace (in keeping with the appearance of the Building) all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or within the boundary of their Lot.
- (b) For the avoidance of doubt the Owner has the special privilege and exclusive use of all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or on the boundary of their Lot.

**This is page 27 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:**

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## **27. Maintenance of bathrooms**

- (a) Without affecting the operation of By-Law 26 and notwithstanding section 62 of the Act, so as to prevent any damage or disturbance to the Owner or Occupier of another Lot or the common property, the Owner must maintain the tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them) in a state of good and serviceable repair and appearance, and must renew or replace them as and when required.
- (b) For the avoidance of doubt the Owner has the special privilege and exclusive use of all tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them).

## **28. Consents**

### **28.1 Who may give consent?**

Unless a by-law states otherwise, consents under these by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

### **28.2 Conditions**

The Owners Corporation or the Executive Committee may make conditions if they give a consent to do things under the by-laws.

### **28.3 Revocation**

The Owners Corporation or the Executive Committee may revoke their consent if an Owner or Occupier does not comply with:

- (a) conditions made by them when they gave the consent; or
- (b) the by-law under which the consent was given.

## **29. Failure to comply with by-laws**

### **29.1 Owners Corporation step in rights**

This is page 28 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

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The Owners Corporation may do anything on a Lot that the Owner or Occupier should have done under the Management Act or these by-laws but which they have not done or, in the opinion of the Owners Corporation, have not done properly.

## **29.2 Procedures**

The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the notice and at the Owner's or Occupier's cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

## **30. Service of documents**

### **30.1 Service by e-mail**

A document may be served on the Owner or Occupier 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 the e-mail address.

## **31. Parking on Common Property**

### **1. Introduction**

---

- (a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.
- (b) Every Owner and Occupier must comply with this by-law.
- (c) If an Owner or Occupier does not comply with this by-law the Owners Corporation may take action against them including issuing notices and recovering the costs of doing so as a liquidated damage.

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

---

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

"Building" means the building or buildings housing or containing the Lots.

"Building Manager" means a building manager or other person (which could be an Strata Committee member) appointed by the Owners Corporation to manage the Building or the

This is page 29 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Strata Scheme or any part of them, including determining vehicular access and parking under clause 5 of this by-law.

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

"Development Act" means the *Strata Schemes (Freehold Development) Act 1973*.

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

"Fee" means the amount fixed by the Executive Committee from time to time being a genuine pre-estimate of the cost to the Owners Corporation of issuing the Notification or the Information Notice and the loss of use of the relevant Visitor Car Parking Space, being \$440.00 including GST as at the date of this by-law unless otherwise determined.

"Information Notice" means a notice to an Owner or Occupier requiring that the Vehicle information be provided within a further 14 days.

"Lot" means a Lot within the Strata Scheme.

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

"Notification" means:

- (a) an adhesive or other sticker or written notification to be placed on a Vehicle; or
- (b) a letter addressed to the Owner or Occupier of a Lot,

in a form approved from time to time by the Executive Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.

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

"Offending Vehicle" means a Vehicle parked contrary to this by-law.

"Owner" means the Owner of a Lot.

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

"Strata Legislation" means the Development Act and the Management Act.

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

This is page 30 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

"Strata Plan" means the strata plan for the Strata Scheme.

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

"Vehicle" means any form of motorised or non-motorised conveyance including cars, trucks, boats or bikes and any trailer or other device designed to be transported by, or used in conjunction with, any type of motorised or non-motorised conveyance.

"Vehicle Information" means the number plate (if applicable), make and model of each Vehicle used by any Owners and Occupiers at the relevant Lot.

"Visitor Car Parking Space" means any car parking space within the Strata Scheme which is not part of a Lot or which is not the subject of a right of exclusive use.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law,

This is page 31 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (including by-law 6), then the provisions of this by-law will prevail to the extent of that inconsistency, and

2.2.9 The terms of this by-law are independent of each other. If a term or sub-clause in this by-law is deemed void or unenforceable, the by-law as a whole will not be deemed unenforceable.

**3. No Parking on Common Property by Owners and Occupiers**

---

No Owner or Occupier is permitted to park a Vehicle in a Visitor Car Parking Space or on Common Property. Any prior approval to an Owner or Occupier to park a Vehicle on Common Property is revoked by virtue of the making of this by-law.

**4. No Parking on Common Property by Occupiers to be Permitted by Owners**

---

An Owner must:

- (a) not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property.

**5. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces**

---

An Owner or Occupier of a lot must:

- (a) not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property, longer than 24 hours

except in a Visitor Car Parking Space, provided that tradespeople may temporarily park in the Common Property loading bay if they have first received specific permission from the Building Manager.

**6. Parking on Common Property by Outsiders**

---

This is page 32 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures: .....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

An Owner or Occupier of a lot must not allow any person who is not visiting the Strata Scheme to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space.

**7. Car Register**

---

- (a) Every Owner or Occupier at the strata scheme must provide the Vehicle Information to the Owners Corporation, within 28 days of the date of registration of this by-law.
- (b) If any Owner or Occupier has not supplied the Vehicle Information within 28 days of the date of registration of this by-law, then the Owners Corporation may send an Information Notice to that Owner or Occupier.
- (c) The Owners Corporation may recover the Fee (being the cost of sending the Information Notice) as a debt due to the owners Corporation.
- (d) If any Owner or Occupier does not supply the Vehicle Information within that further period of 14 days, then the owners Corporation may take action and recover costs in accordance with clauses 9-12 of this by-law.

**8. Consequences of a Breach**

---

- (a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-7 this by-law, the Owners Corporation may:
  - (i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, which Notification may be in the form annexed to this by-law, and which Notification may be prepared and sent on the Owners Corporation's behalf by its solicitor or Strata Managing Agent; and
  - (ii) issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
  - (iii) move, reposition or remove (including by towing) the Offending Vehicle; and
  - (iv) recover the following amounts as a debt to the Owners Corporation:
    - (A) the Fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, or the Fee for each time an Information Notice is sent to an Owner or Occupier, and
    - (B) the cost of towing the Offending Vehicle in accordance with clause 8(a)(iii); and

This is page 33 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (C) the expenses incurred by the Owners Corporation pursuant to clause 12.
- (b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.
- (c) The following persons, being Owners or Occupiers in the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause 8(a)(iv) and, if more than one person, they will be jointly and severally liable:
  - (i) the person who parked the Offending Vehicle;
  - (ii) any person who owns or has a legal interest in the Offending Vehicle;
  - (iii) the person entitled to control the use of the Offending Vehicle; and
  - (iv) the Owner of any Lot tenanted or occupied by a person referred to in sub-clause 8(c)(i)-(iii).

#### **9. Invoicing**

---

- (a) The Owners Corporation may issue an invoice to any person referred to in clause 8(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.
- (b) Notwithstanding subparagraph 9(a), any debt which arises pursuant to this bylaw is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

#### **10. Interest**

---

- (a) Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

#### **11. Recovery**

---

- (a) The Owners Corporation may recover as a debt any amount which becomes due and payable pursuant to this by-law as well as interest and the expenses of the Owners Corporation incurred in recovering those amounts.

This is page 34 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: .....

Signatures: .....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

## 12. Recovery of Expenses

- (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
  - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
  - (ii) the cost of issuing an invoice for the debt; and
  - (iii) all legal costs incurred in connection with the recovery of the debt.
- (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

## 32. Smoke Penetration

- (1) An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.
- (2) An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot, does not penetrate to the Common Property or any other Lot.

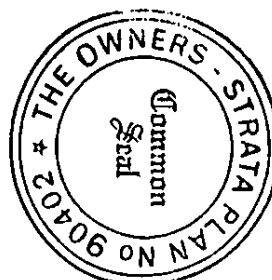
## 33. Preservation of fire safety

An Owner or Occupier, and any invitee of the Owner or Occupier, must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level

This is page 35 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: Joe Marshall  
 Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



of fire safety in the Lots or Common Property. If this By-Law is breached, the Owner or Occupier at the time must pay or reimburse the Owners Corporation to have the fire equipment rectified back to its original state. Any access denied while the yearly testing is due or if access is not provided on the day, the Owner or Occupier of the Lot must pay or reimburse the Owners Corporation the cost of reattending the site.

### **34. Special privilege to keep underfloor heating**

#### **34.1 Special Privilege rights**

- (a) The Owners and Occupiers have special privilege to keep under floor heating system (of any type) on that part of the Common Property required.
- (b) The special privilege is granted in relation to that part of Common Property required for the installation and keeping of the under floor heating.

#### **34.2 Obligations**

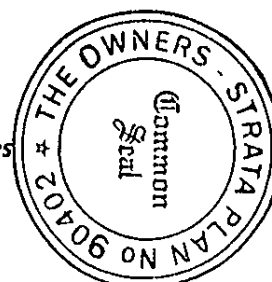
Owners must, at their cost:

- (a) operate maintain and repair their under floor heating in accordance with manufacturers specifications;
- (b) maintain repair and where necessary replace those parts of Common Property where the under floor heating (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);
- (c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building of Platinum;
- (d) use the contractors approved by the Owners Corporation to maintain repair and where necessary, replace those parts of the Common Property where the under floor heating (or any part of it) is fitted and installed; and
- (e) comply with requirements of government agencies about under flooring services.

This is page 36 of a total of 36 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 90402 was affixed on the 16<sup>th</sup> day of January 2020 in the presence of:

Names: Zoe Marshall  
Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



THE SEARCH PEOPLE  
GPO BOX 1585  
SYDNEY NSW 2001

## PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

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<b>Applicant:</b>	THE SEARCH PEOPLE
<b>Your reference:</b>	OR-14JNAO968XQGFL
<b>Address of property:</b>	1 Hutchinson Walk , ZETLAND NSW 2017
<b>Owner:</b>	THE OWNERS - STRATA PLAN NO 90402
<b>Description of land:</b>	Lot 305 DP 1063152, Lots 1-272 SP 90402, Lots 274-322 SP90402, Lots 323-325 SP94994
<b>Certificate No.:</b>	2024300642
<b>Certificate Date:</b>	30/01/24
<b>Receipt No:</b>	
<b>Fee:</b>	\$62.00
<b>Paid:</b>	30/01/24

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer  
per **Monica Barone**  
*Chief Executive Officer*

### CERTIFICATE ENQUIRIES:

Ph: 9265 9333

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

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**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

Zone R1 General Residential (Sydney Local Environmental Plan 2012)

**1 Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the existing land use pattern of predominantly residential uses..

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Horticulture; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Roadside stalls; Semi-detached dwellings; Seniors housing; Shop top housing; shops; Any other development not specified in item 2 or 4

**4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat building and repair facilities; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industries; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities(outdoor); Registered clubs; Research stations;

Restricted premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

## **PROPOSED ZONING**

This property is not affected by a draft zone.

## **LOCAL PLANNING CONTROLS**

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012**  
NSW Legislation Website.

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

## **HERITAGE**

### **State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

[www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)



## **STATE PLANNING INSTRUMENTS**

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

### **State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

### **State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

### **State Environmental Planning Policy (Housing) 2021**

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,

- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

### **State Environmental Planning Policy (Planning Systems) 2021**

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

## **State Environmental Planning Policy (Resilience and Hazards) 2021**

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

## **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

## **State Environmental Planning Policy (Industry and Employment) 2021**

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

## **State Environmental Planning Policy (Resources and Energy) 2021**

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

## **State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021**

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

## **State Environmental Planning Policy (Sustainable Buildings) 2022**

Encourages the design and delivery of more sustainable buildings across NSW. It sets sustainability standards for residential and non-residential development and starts the process of measuring and reporting on the embodied emissions of construction materials.

The standards for energy use that apply to large commercial development contained in the SEPP do not apply to land in the City of Sydney LGA except to the extent the development relates to prescribed serviced apartments.

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**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
E. P. & A. REGULATION, 2021. SECTIONS (3) - (22)**

**(3) Contribution plans**

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 <sup>th</sup> November 2021	<b>NO</b>
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	<b>YES</b>
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	<b>NO</b>

**Notes:**

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1<sup>st</sup> July 2021.
- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution>. Inquiries can be directed to the NSW Government through this email address: [hpc.enquiry@planning.nsw.gov.au](mailto:hpc.enquiry@planning.nsw.gov.au)

**(4) Complying Development**

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and*

*Complying Development Codes) 2008. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*

- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

***Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

#### **Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO

▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	<b>NO</b>
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	<b>NO</b>
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	<b>NO</b>
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	<b>NO</b>
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	<b>NO</b>
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	<b>NO</b>
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	<b>NO</b>
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	<b>NO</b>

### **Housing Internal Alterations Code**

Complying development under the Housing Alterations Code **may** be carried out on the land.

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

### **Subdivisions Code**

Complying development under the Subdivisions Code **may** be carried out on the land.

### **Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

## General Development Code

Complying development under the General Development Code **may** be carried out on the land.

## Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

### (5) Exempt Development

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

**Note: *If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

## All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.



#### (6) Affected building notices and building product rectification orders

(1)

- (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
- (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.
- (c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

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

#### (7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

#### (8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

#### (8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

#### (9) Flood related development controls information.

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

Property is within the flood planning area	NO
Property is outside the flood planning area	YES



Property is within a buffer zone	<b>NO</b>

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

Property is between the flood planning area and probable maximum flood.	<b>NO</b>
Property is outside the flood planning area and probable maximum flood	<b>NO</b>
Property is within a buffer zone	<b>UNKNOWN</b>

- (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 authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

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

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**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

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 does *not* apply to the land to which the certificate relates.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.
- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).

- (4) In this section:

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

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

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

---

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

***For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. Planning certificate section 10.7 (2), local planning controls are available are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)***

**General Enquiries:  
Telephone: 02 9265 9333**

**Town Hall House  
Level 2  
Town Hall House  
456 Kent Street  
Sydney**

**8am – 6pm Monday - Friday**

*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

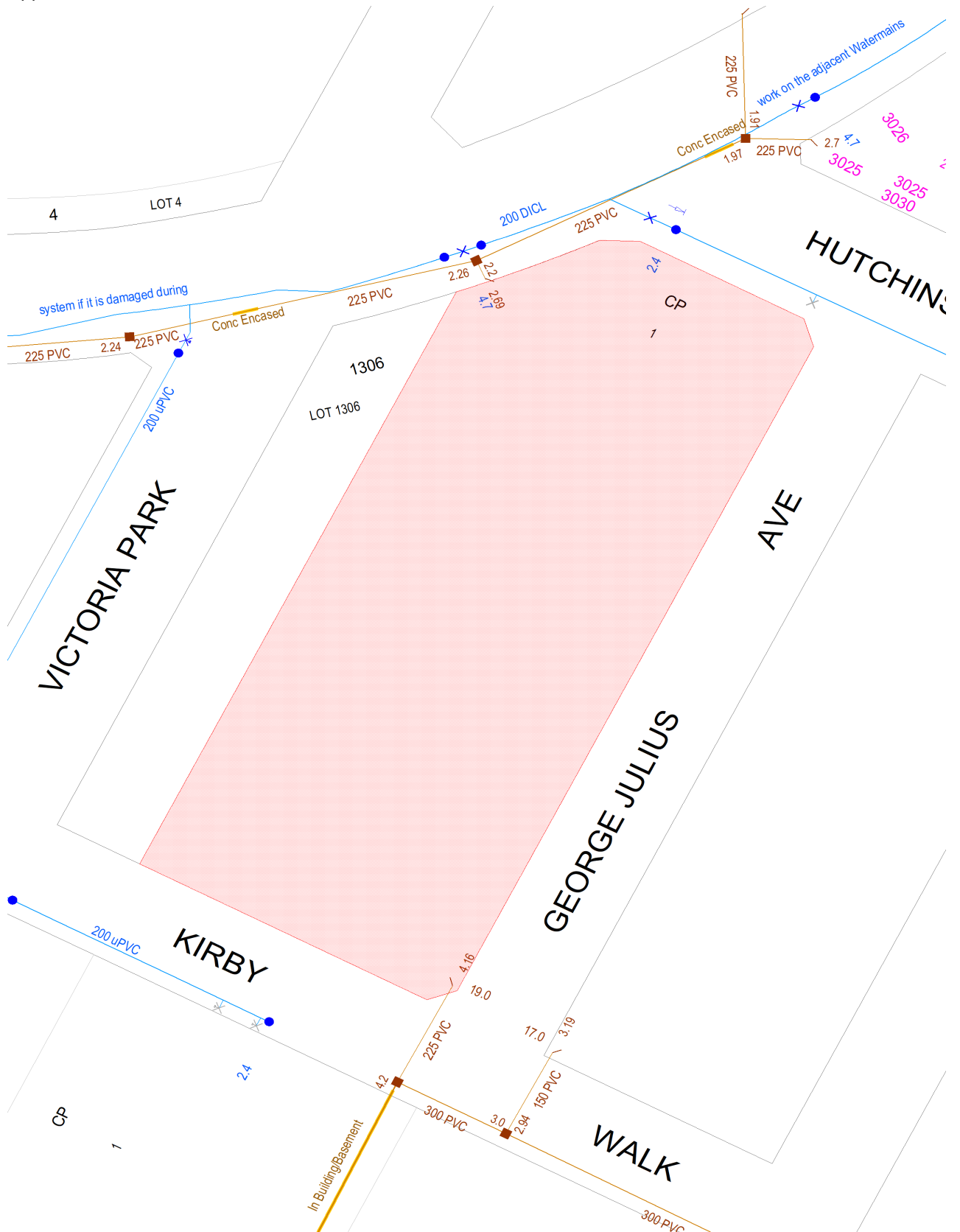
*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:*

*Chief Executive Officer  
City of Sydney  
G.P.O. Box 1591  
Sydney NSW 2000*

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# Service Location Print

Application Number: 8003108896



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## Disclaimer

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

# Asset Information

## Legend

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

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## Pipe Types

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

## Further Information

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

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

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

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**Infinity Property Agents**

38/112 McEvoy Street,  
Alexandria, NSW 2015

P: 02 9699 9179

E: [rent@infinityproperty.com.au](mailto:rent@infinityproperty.com.au)

ABN: 54 104 841 974



# Residential Tenancy Agreement

for

405/3 George Julius Avenue, Zetland NSW 2017

This agreement is between **Xinyu Sheng**  
and **Kehan Su, Fan Gao**.



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](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON

Thu 31/08/2023

AT

17:08

## BETWEEN

Landlord Name (1):

Xinyu Sheng

Landlord Name (2):

Landlord telephone number or other contact details:

jj8933@outlook.com

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

-

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

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

38/112 McEvoy Street

Suburb:

Alexandria

State:

NSW

Postcode:

2015

**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):

Kehan Su

Tenant Name (2):

Fan Gao

Tenant Name (3):

Add all other tenants here:

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

Suburb:

State:

Postcode:

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Contact details:

Kehan Su: 0468885253, skh\_cqu9712@outlook.com  
Fan Gao: 0468885253, 904658022@qq.com

**Landlord's agent details:** [If applicable]

Agent name:

Infinity Property Agents

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

38/112 McEvoy Street,

Suburb:

State:

Postcode:

Alexandria	NSW	2015
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Contact details: [This must include a telephone number]:

Tel: 02 9699 9179 , Email: rent@infinityproperty.com.au ,

**~~Tenant's agent details:~~** [If applicable]

Agent name:

-

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

-

~~Suburb:~~~~State:~~~~Postcode:~~

-	-	-
---	---	---

~~Contact details:~~

-

**Term of agreement**

The term of this agreement is –

- |                                   |  |                                  |   |
|-----------------------------------|--|----------------------------------|---|
| <input type="checkbox"/> 6 months | <input type="checkbox"/> 12 months                         | <input type="checkbox"/> 2 years | <input type="checkbox"/> 3 years                |
| <input type="checkbox"/> 5 years  | <input checked="" type="checkbox"/> Other (please specify) | 26 weeks                         | <input type="checkbox"/> Periodic (no end date) |

starting on Mon 04/09/2023 and ending on Sun 03/03/2024 [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]:

405/3 George Julius Avenue, Zetland NSW 2017

The residential premises include:

Yes Carspot, No Storage Cage, 1 x Dryer, 1 x Oven, 1 x Microwave, 1 x Gas Stovetop, 1 x Dishwasher

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

## Rent:

The rent is \$  per  payable in advance starting on

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

The method by which the rent must be paid:

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

BSB number:

account number:

account name:

payment reference: , or

(b) to  at  by cash, or

(c) as follows:

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

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

A rental bond of \$  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  persons may ordinarily live in the premises at any one time.

## Urgent repairs

Nominated tradespeople for urgent repairs:

<b>Flood Damage:</b>	Name:	Tel:
<b>Handyman Builder:</b>	Name:	Tel:
<b>Plumbing &amp; Gas:</b>	Name: NV Plumbing- Nick	Tel: 0404 966 411
<b>Electrical:</b>	Name: Real Power – Harrison	Tel: 0426 885 821

## 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.

## 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:

Alkaline V

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

☐ ~~Yes~~ ☐ ~~No~~

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

-

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

☒ Yes ☐ No

## Strata by-laws

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

☒ Yes ☐ No

If yes, see clauses 38 and 39.

## Giving notices and other documents electronically<sup>[Cross out if not applicable]</sup>

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.]

☒ Yes

sandro@infinityproperty.com.au

☐ No

## Tenant

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

Tenant consents to electronic service of notices ☒ YES ☐ NO

If yes, see clause 50.

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

Kehan Su	skh_cqu9712@outlook.com
Fan Gao	904658022@qq.com

## Condition report

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

## Tenancy laws

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

# The Agreement

## RIGHT TO OCCUPY THE PREMISES

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

## COPY OF AGREEMENT

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

## RENT

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
  - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
  - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the

tenant (unless the landlord has previously provided a statement for the same period).

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

## RENT INCREASES

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS

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

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

10. **The landlord agrees** to pay:
  - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises

that are not separately metered, and

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

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

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

#### **11. The tenant agrees to pay:**

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

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

- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for

the residential premises, and

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

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

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

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

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

### **POSSESSION OF THE PREMISES**

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

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

### **TENANT'S RIGHT TO QUIET ENJOYMENT**



**15. The landlord agrees:**

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

**USE OF THE PREMISES BY TENANT****16. The tenant agrees:**

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

**17. The tenant agrees:**

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

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

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish

from the residential premises in a way that is lawful and in accordance with council requirements, and

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

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

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES****19. The landlord agrees:**

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

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

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

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

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

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

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

- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## URGENT REPAIRS

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

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

- a) a burst water service,
- b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- c) a blocked or broken lavatory system,
- d) a serious roof leak
- e) a gas leak,

- f) a dangerous electrical fault,
- g) flooding or serious flood damage,
- h) serious storm or fire damage,
- i) a failure or breakdown of the gas, electricity or water supply to the premises,
- j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- k) any fault or damage that causes the premises to be unsafe or insecure.

## SALE OF THE PREMISES

### 21. The landlord agrees:

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

### 22. The tenant agrees

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

### 23. The landlord and tenant agree:

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

## LANDLORD'S ACCESS TO THE PREMISES

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

residential premises, if the tenant is given at least 2 days notice each time,

**24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

**24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

**24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

**24.11** if the tenant agrees.

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

**25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

**25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

**25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

**25.4** must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

## PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

**29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence

within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

## FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

**30. The tenant agrees:**

**30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

**30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and

**30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

**30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

**30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

**30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

## LOCKS AND SECURITY DEVICES

**32. The landlord agrees:**

**32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

**32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

**32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

**32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

**32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

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

**33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

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

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

## **TRANSFER OF TENANCY OR SUB-LETTING**

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

**35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

**35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

**35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

**35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

giving permission.

## **CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT**

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

**37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

**37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

**37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

**37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

**37.5** if the State, Territory or country in which the 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: 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.

## 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 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 TERMS - PETS

[Cross out clauses if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the

*breed, size etc]:*

No Pets. In the event a pet has been approved by the landlord, the tenant must conduct pest control and carpet cleaning at their expense on vacate.

#### 54. The tenant agrees:

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

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

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

### 1. ADDITIONAL TERMS - PETS (continued)

#### 56.1 The tenant agrees:

(a) to have the residential premises fumigated, at the tenants own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.

(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenants own expense.

(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.

(d) when requested, to provide written evidence of compliance with Clauses 55, 56.1 (a) and 56.1 (b) to the landlord/landlord's agent.

56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

### 2. ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the Residential Tenancies Act 2010 provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

57.1 The condition report will form part of and be included in this agreement.

57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the Residential Tenancies Act 2010.

### 3. ADDITIONAL TERM - INSPECTIONS

58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

### 4. ADDITIONAL TERM - CARE AND USE OF PREMISES

59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.

59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.

59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing



drainage or sewerage system on the premises.

**59.5** not to hang washing or other articles outside anywhere but the areas designated for this purpose.

**59.6** to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

**59.7** keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

**59.8** where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

**59.9** to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.

**59.10** where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.

**59.11** not to affix any television antenna to the premises.

**59.12** not to maliciously or negligently damage the premises or any part of the premises.

**59.13** to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

**59.14** at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.

**59.15** to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.

**59.16** to notify the landlord of any infectious disease at the premises.

**59.17** where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

## 5. ADDITIONAL TERM - OCCUPANTS

**60.** Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the Residential Tenancies Act 2010.

## 6. ADDITIONAL TERM - TELECOMMUNICATION SERVICES

**61.** On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).

**62.** Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.

**63.** The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

## 7. HIGHLIGHT SECTIONS FOR EMPHASIS

**3.1** to PAY RENT ON TIME. (This is very IMPORTANT. If you failed, this agreement will not be renewed.)

**11.6** to pay water usage charges if the residential premises are separately metered.

**17.1** to keep the residential premises reasonably clean

**56.2** to not keep animals on the residential premises without obtaining the landlord's consent, Where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises. Both pest control and carpet cleaning will be required at vacate at the tenant's expense - invoices will be required.

**59.4** to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

**59.11** to replace any light bulbs and fluorescent tubes that have blown during the tenancy.

**59.12** to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises. Including but not limited to; clean mould off grout, especially behind sinks, showers, and between tiles in wet areas.

**64** The landlord gives no warrant as to the provision of adequacy of such telecommunication services or as to the provision of serviceability of fittings in the premises relating to



such services.

## NOTES

### 1. Definitions

In this agreement:

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

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

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

### 3. Ending a fixed term agreement

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

### 4. Ending a periodic agreement

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

### 5. Other grounds for ending agreement

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

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

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

### 6. Warning

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

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

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

SIGNED BY THE LANDLORD/AGENT

AGENT : **Sandro Pamplona** on behalf of **Xinyu Sheng** (Landlord)

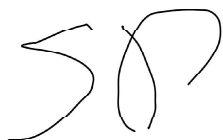


Signed at Mon, 04/09/2023 06:50 , from device: Windows 10 Other Chrome 116.0.0

**8. 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.

AGENT : **Sandro Pamplona** on behalf of **Xinyu Sheng** (Landlord)



Signed at Mon, 04/09/2023 06:50 , from device: Windows 10 Other Chrome 116.0.0

**SIGNED BY TENANT(S)**

Tenant 1: **Kehan Su**



Signed at Thu, 31/08/2023 17:16 , from device: Windows 10 Other Edge 116.0.1938

Tenant 2: **Fan Gao**



Signed at Thu, 31/08/2023 17:14 , from device: iOS 16.2 iPhone Mobile Safari UI/WKWebView

## 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.

Tenant 1: **Kehan Su**

*Kehan Su*

*Signed at Thu, 31/08/2023 17:16 , from device: Windows 10 Other Edge 116.0.1938*

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

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

## AUDIT TRAIL

### Kehan Su (Tenant)

- Thu, 31/08/2023 17:15 - Kehan Su clicked 'start' button to view the Residential Tenancy Agreement (*Windows 10 Other Edge 116.0.1938, IP: 175.9.31.161*)
- Thu, 31/08/2023 17:16 - Kehan Su stamped saved signature the Residential Tenancy Agreement (*Windows 10 Other Edge 116.0.1938, IP: 66.90.115.138*)
- Thu, 31/08/2023 17:16 - Kehan Su submitted the Residential Tenancy Agreement (*Windows 10 Other Edge 116.0.1938, IP: 66.90.115.138*)

### Fan Gao (Tenant)

- Thu, 31/08/2023 17:09 - Fan Gao clicked 'start' button to view the Residential Tenancy Agreement (*iOS 16.2 iPhone Mobile Safari UI/WKWebView, IP: 223.104.132.169*)
- Thu, 31/08/2023 17:14 - Fan Gao stamped saved signature the Residential Tenancy Agreement (*iOS 16.2 iPhone Mobile Safari UI/WKWebView, IP: 223.104.132.169*)
- Thu, 31/08/2023 17:14 - Fan Gao submitted the Residential Tenancy Agreement (*iOS 16.2 iPhone Mobile Safari UI/WKWebView, IP: 223.104.132.169*)

### Sandro Pamplona (AGENT)

- Mon, 04/09/2023 06:48 - Sandro Pamplona clicked 'start' button to view the Residential Tenancy Agreement
- Mon, 04/09/2023 06:50 - Sandro Pamplona stamped saved signature the Residential Tenancy Agreement
- Mon, 04/09/2023 06:50 - Sandro Pamplona submitted the Residential Tenancy Agreement

AGREEMENT END