

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 121234457	NSW DAN:
vendor's agent	Infinity Property Agents 38 112 McEvoy Street Alexandria NSW 2015		Phone: 0413 811 979 Fax: Ref:
co-agent			
vendor	Xuefan Hu		
vendor's solicitor	Lexsons Law Firm Level 7 1 O'Connell Street Sydney NSW 2000		Phone: 02 9048 6888 Fax: 02 9048 6899
date for completion	42 days after the contract date	(clause 15)	Email: chelsea.sun@lexsons.law Ref: 230284
land	4/23-27 RAY RD EPPING NSW 2121 (Address, plan details and title reference) Lot 4 in Strata Plan 84623 4/SP84623		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____</p> <p>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>Signed by _____</p> <p>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>

vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable 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 an *GSTRW payment*
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further 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) – further 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 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 *RW 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 checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input checked="" type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Whelan Property Group

(02) 9219 4111

P.O BOX 75 STRAWBERRY HILLS NSW 2012

strata@whelanproperty.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</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"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</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 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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SPECIAL CONDITIONS

These are the special conditions to the contract for the sale and purchase of land 2022 edition

33) ENTIRE AGREEMENT

- a) The purchaser acknowledges that the provisions of this contract (including the annexures hereto) constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this contract binding on the parties hereto with respect to any matter to which this contract relates.
- b) Notwithstanding any provisions to the contrary, the purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made relating to the property and all services and installations provided to it before entering into this contract and that he does not rely on any warranties or representations made to him by or on behalf of the vendor or by the vendor's agent.
- c) The purchaser further acknowledges that the vendor is entering into this contract relying on the purchaser's acknowledgments, statements and representations contained in this clause.

34) INCONSISTENCIES AND INTERPRETATION

- a) If there are any inconsistencies between these special conditions and the standard provisions of the contract, these special conditions shall prevail to the extent of the inconsistency. Unless otherwise stated herein, whenever a clause of the standard conditions is deleted pursuant to these special conditions, the numbering (and only the numbering) of the said deleted clause of the standard conditions shall be regarded as having remained in place so that the numerical orders of the subsequent clauses, and hence any cross-references to clauses in this contract will not be affected by such deletion. For the sole purpose of illustration and without affecting the other contents of this contract, if clause 30 is deleted, the clause immediately following it shall be clause 31.

35) AMENDMENTS TO STANDARD CONDITIONS

The contract is amended as follows:

- a) Clause 1, definition of "adjustment date" is amended by inserting the words "or the date for completion stated on the front page of the contract" at the end of the definition.
- b) Clause 1, definition of "bank" is amended by deleting the words "a building society or a credit union".
- c) Clause 1, definition of "business day" is amended by adding the words "Before 5pm of" before the start of the definition.
- d) Clause 1, definition of "requisition" is amended by replacing the words "but the term does not include a claim" with the words "and the term extends to and includes a claim".
- e) Clause 1, definition of "settlement cheque" is amended by deleting the second bullet point.
- f) Clause 2.4.3 is amended by replacing the words "if requested by the vendor or the depositholder, providing evidence of that transfer" with "must provide evidence of that transfer to the vendor and the depositholder within 1 business day of the electronic funds transfer being made".
- g) Clause 2.5.3 is amended by replacing "third business day" with "second business day".
- h) Clause 2.5 is amended by deleting the last sentence.

- i) Clause 4.5 is amended by replacing “must within 7 days” with “may within 10 business days after the contract date or the expiry of the cooling off period, whichever is the later”.
- j) Clause 4.8 is amended by adding the following words at the end of the sentence “together with any documents that the vendor may reasonably require to substantiate the change in the transferee”.
- k) Clause 5.1 is deleted.
- l) Clause 5.2.1 & 5.2.2 is amended by replacing “21 days” with “3 days”.
- m) Clause 6.1 is amended by replacing the words “and whether substantial or not” with the words “but only if the error or misdescription is substantial and not beknown to the purchaser prior to the entering into the contract”.
- n) Clause 7.1 is amended by deleting the words “in the case of claims that are not claims for delay”.
- o) Clause 7.1.1 is deleted.
- p) Clause 7.2.2 is amended by inserting the words “if both parties agree” at the start of the sentence.
- q) Clause 7.2.4 is amended by the deletion of the words “and the costs of the purchaser”.
- r) Clause 8.1.1 is amended by the deletion of the words “on reasonable grounds”.
- s) Clauses 8.1.1, 8.1.2 and 8.1.3 are amended by replacing the words “requisitions” wherever appearing with “requisition or claim for compensation”.
- t) Clause 8.1.2 is amended by deleting the words “and those grounds”.
- u) Clause 8.1.3 is amended by replacing the figure “14” with the figure “7”.
- v) Clause 8.2.2 is deleted.
- w) Clause 8.2.3 is deleted.
- x) Clauses 10.1.8 and 10.1.9 are amended by replacing the word “substance” with “existence” and the word “disclosed” with “noted”.
- y) Clause 10.1.8 is amended by adding the word “or covenant” at the end of the clause before the word “; or”.
- z) Insert the following clause 10.4 in the contract: - “10.4 A matter or thing is disclosed in this contract if its existence is disclosed, noted or referred to in anything attached to this contract.”
- aa) Clause 11.1 is deleted and replaced by “The purchaser must comply with any and all outstanding work order at its own expenses.”
- bb) Clause 12.2 is amended by deleting the bracketed words.
- cc) Clause 13.7.1 is amended by adding the words “it will not do anything, including” in the first line after the words “the purchaser promises that”.
- dd) Clause 13.7.1 is amended by adding the words “to do anything, including intend” after the words “the purchaser does not intend”.
- ee) Clause 13.8 is deleted.
- ff) Clause 13.13 is amended by replacing “5 business days” with “1 business day”.
- gg) Clause 13.13 is amended by replacing “2 business days” with “1 business day”.
- hh) Clause 14.2.1 is amended by replacing “2 business days” with “3 business days”.
- ii) Clause 14.4 is amended by deleting the word ‘not’ and replacing ‘but’ with ‘and’.
- jj) Clause 14.4.2 is deleted.
- kk) Clause 14.6 is amended by replacing the words “on a proportional area basis” with “on a percentage basis using the formula of (land tax taxable value of the Property) ÷ (total aggregated land value of all properties as shown on the vendor’s land tax assessment notice)”
- ll) Clause 14.8 is amended by replacing the word “vendor” with “purchaser” and adding “but not completed” after the words “contract date”.
- mm) Clause 16.4 is amended by replacing the words “by completion” with “on or before completion”, and adding “and the purchaser must accept that a cleared land tax certificate is to

be provided by the vendor within 15 business days after the date for completion, and the purchaser must not make any claims or requisition or delay the date for completion.” at the end of the sentence.

- nn) Clause 18.4 is amended by adding the following words at the end of the sentence "and immediately after entering into possession of the property, the purchaser indemnifies the vendor and waives any claim of occupier's liability against the vendor."
- oo) Clause 18.7 is amended by replacing the words “none is payable” with “the weekly rent payable is to be 0.25% of the purchase price”.
- pp) Insert the following clause 18.8 in the contract: “18.8 The purchaser cannot make a claim or requisition or delay the date for completion after entering into possession of property”.
- qq) Clause 20.6 is amended by adding the following words at the end of the clause “This clause also applies to any documents served to a party after rescission or termination of the contract, including but not limited to court documents”.
- rr) Clause 23.6.1 is deleted and replaced with “The vendor is only liable for it if it was levied before the contract date and the payment due date (including instalment due dates) is due on or before the contract date. The purchaser is liable for it if the payment due date (including instalment due dates) is after the contract date.”
- ss) Clause 23.9 is deleted.
- tt) Clause 23.13 is deleted and replaced with “The purchaser must on its own accord and at its own expense order an information certificate (issued after the contract date in relation to the lot, the scheme or any higher scheme) and provide a copy of the certificate to the vendor at least 3 business days before the date for completion.”
- uu) Clause 23.14 is deleted.
- vv) Clause 23.17 is deleted.
- ww) Clause 24.4.3 is amended by replacing the words “at least 2 business days” with “on the date for completion”.
- xx) Clause 28 is deleted.
- yy) Clause 30.9 is amended by deleting the words “by cash (up to \$2,000) or”.
- zz) Clause 31.2 is amended by replacing “5 business days” with “1 business day”.
- aaa) Clause 31.3 is amended by replacing “2 business days” with “1 business day”.
- bbb) Clause 32 is deleted.

36) VENDOR’S AGENT

- a) The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of 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 Vendors agent or co-agent, if any, listed on the front page of this contract, and 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 or other person arising out of or in connection with the purchaser's breach of this warranty. This clause shall not merge on completion.

37) PRESENT CONDITION AND STATE OF REPAIR

- a) The purchaser acknowledges and accepts that the property, together with any appurtenances thereto, is sold in its present condition and state of repair and subject to all defects, if any, as regards to design, construction, state of repair or otherwise, whether latent or patent, any

infestation and dilapidation, and all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and the purchaser must not make any objection, requisition, claim or be entitled to delay completion, rescind or terminate this contract in relation to any or all the matters in this clause, or to require the Vendor to do any rectifications or improvements to the property.

- b) The purchaser agrees to accept the furnishings and chattels included in the sale of the property in their existing condition and state of repair, subject however to fair, wear and tear and to breakdown, and shall make no objection, requisition or claim in respect thereof.

38) NO WARRANTY

- a) The purchaser agrees that the vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations. The vendor makes no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

39) RESCISSION

- a) A party to this contract:
 - i) If it is a corporation and before completion:
 - (1) It enters into a scheme or makes any arrangement for the benefit of creditors;
 - (2) An order is made to wind up the party;
 - (3) A liquidator, administrator or official manager is appointed in respect of the party;
 - (4) A mortgagee enters into possession of all or a substantial part of the assets of the party;
 - (5) It is deemed by any relevant legislation to be unable to pay its debts; or
 - (6) A receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the party;then the other party may terminate this contract and clause 9 applies.
 - ii) If it is an individual who before completion:
 - (1) Dies or becomes mentally ill, then the other party may rescind this contract and clause 19 applies; or
 - (2) Is declared bankrupt then the other party may terminate this contract and clause 9 applies.

40) VENDOR'S RIGHT TO RESCIND

- a) Notwithstanding the provisions of clauses 6 and 7 of this contract the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 of this contract entitling the vendor to rescind this contract.

41) INTEREST

- a) If, through no fault of the vendor, the purchaser fails to complete this contract on the date for completion by the time specified in this contract, without prejudice to all other rights and remedies of the vendor and in addition to the balance of the purchase money, the purchaser must pay to the vendor on completion a sum calculated at 12% per annum on a daily basis (including the date due for completion and the actual date of completion) on the purchase price.

- b) The parties further agree that if this contract is terminated due to the default of the purchaser, interest is to be calculated at 12% per annum on a daily basis and compounded monthly for any monies owing under the contract during the period of default until the actual date of payment (including for the period after this contract is terminated up till the satisfaction of any payment required under any judgment or court order or settlement agreement between the parties), without affecting any other rights of the vendor.

42) NOTICE TO COMPLETE

- a) If a party fails to complete this contract on or before 4:00pm on the date for completion, the other party may serve a notice to complete requiring the defaulting party to complete and making the time for completion essential, requiring the other party to complete before 4.00pm on the day which is not less than 14 days after the date of service of the notice.
- b) If the vendor issues a notice to complete under this clause, the vendor shall be able to withdraw such notice and subsequently re-issue a further notice at any time.
- c) If a vendor serves a notice to complete upon the purchaser arising from a breach of terms of this contract by the purchaser, the purchaser must pay to the vendor on completion an amount of \$440.00 inclusive of GST to cover the legal expenses of the vendor. This payment shall not in any way limit the vendor's right to receive payment of any other damages arising from the purchaser's breach of this contract.

43) DEPOSIT

- a) Unless stated otherwise on the front page of this contract, the deposit is 10% of the price.
- b) If the purchaser requests for the 10% deposit to be paid in instalments, this request will only be deemed accepted by the vendor if there is a clause inserted in this contract detailing the timeframe for the payment of the deposit by instalments.
- c) If clause 43(b) applies, the purchaser agrees that if the purchaser defaults under this contract, the vendor is entitled to keep the deposit paid and recover any outstanding deposit from the purchaser, and the purchaser must immediately upon demand by the vendor pay the remaining balance of the 10% deposit.
- d) The vendor will immediately be entitled to terminate this contract for breach of an essential obligation by the purchaser, and clause 9 applies, if the purchaser fails to pay the deposit or balance of the deposit within 2 business days of a demand to pay by the vendor.
- e) It is agreed that the right in this clause 43 shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any law to the contrary.
- f) This clause shall not merge on completion.

44) RELEASE OF DEPOSIT

- a) Notwithstanding any other clauses in this contract, the purchaser agrees to release to the vendor the deposit on the contract date or at such other time prior to completion as the vendor shall direct. This clause shall be full and irrevocable authority to the deposit holder to release such deposit. Should the deposit holder request for a written authority from the purchaser for the release, the purchaser must provide such authority within 1 business days from the deposit holder's request, failing in which the vendor will immediately be entitled to terminate this contract for breach of an essential obligation by the purchaser.

45) REQUISITIONS ON TITLE

- a) The purchaser agrees that the only form of general requisitions on title the purchaser may serve on the vendor is in the form of requisitions on title annexed.

46) CORPORATION AS PURCHASER

- a) If the purchaser is a corporation:
 - i) The purchaser warrants that the purchaser is incorporated;
 - ii) The purchaser must ensure that two natural persons (where a minimum of one guarantor must be the director of the purchaser), acting as the purchaser's guarantors (the "Guarantors"), execute and deliver to the vendor's solicitor, with this contract, a guarantee and indemnity in the form of the Deed of Guarantee attached to this contract, guaranteeing to the vendor the observance by the purchaser of the terms of this contract;
 - iii) If the Deed of Guarantee attached to this contract was not executed on the contract date in accordance with Clause 46(b), the purchaser must cause the Guarantors to execute the Deed of Guarantee within 3 business days after the vendor demands for such execution by the Guarantors, failing in which the vendor will immediately be entitled to terminate this contract for breach of an essential obligation by the purchaser, and clause 9 applies.
 - iv) The Guarantors indemnifies and agrees at all times hereafter to keep indemnified the vendor from and against all damages and losses which the vendor may suffer arising directly or indirectly out of any breach by the purchaser of any of the provision of this contract.
 - v) This clause shall not merge on completion.

47) ADDITIONAL AND INCORRECT CALCULATIONS

- a) The parties agree that if, on completion, any appointment of payments due to be made under this contract is overlooked, or incorrectly calculated, upon being requested to do so by the other party, they will make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable within 3 business days of such request. This clause shall not merge on completion.

48) NON-ELECTRONIC TRANSACTION

- a) If the purchaser requests that completion is not to be conducted as an *electronic transaction*, then completion may be effected in the Sydney CBD at a place nominated by the purchaser, and the purchaser must pay to the vendor on completion an amount of \$440.00 inclusive of GST to cover the vendor's legal and/or agency fees.

49) CANCELLED OR RE-SCHEDULED SETTLEMENT

- a) If the purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$440.00 inclusive of GST for each instance is payable by the purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

50) CAVEAT

- a) The purchaser must not lodge any caveats against the title of the property unless the vendor has consented to it in writing. Should the purchaser lodge any caveats on the title of the property with the vendor's consent, it must withdraw such caveat within 2 business days after the contract is rescinded or terminated failing in which the purchaser must indemnify the vendor against or costs and damages incurred by the vendor in applying for a removal of the caveat. This clause shall not merge on completion.

51) BUILDING CERTIFICATE

This clause applies if a building certificate is attached to this contract.

- a) The vendor does not warrant that the contents of copy of the building certificate attached to this contract are accurate or complete as at the date of this contract or that the vendor holds, or will be able to hand over at a completion, the original building certificate.
- b) For the purposes of the warranty under paragraph 1(d) of Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017 (NSW), the purchaser acknowledges that, in respect of any matters that existed as at the date of the building certificate that might have justified the making of any upgrading order or demolition order in respect of any building or structure on the land (whether or not stated in the building certificate), that warranty is satisfied in respect of those matters by virtue of the issuing of the building certificate.
- c) The purchaser must not make any claims or requisition or delay the date for completion because of anything disclosed or referred to in the building certificate or in this contract.

52) SURVEY REPORT

This clause applies if a survey report is attached to this contract.

- a) The vendor does not warrant that the copy of the survey report attached to this contract is accurate or complete at the date of this contract or that the vendor holds, or will be able to hand over at completion, the original survey report.
- b) For the purposes of the warranty under paragraph 1 of Schedule 2 of the Conveyancing (Sale of Land) Regulation 2017 (NSW), the vendor hereby discloses to the purchaser such encroachments by and upon the property as are disclosed or referred to in the survey report.
- c) For the purposes of the warranty under paragraph 1(d) of Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017 (NSW), the purchaser hereby discloses to the purchaser such matters disclosed or referred to in the survey report as would justify the making of any upgrading order or demolition order in respect of any building or structure on the land.
- d) The purchaser must not make any claims or requisition or delay the date for completion because of anything disclosed or referred to in the survey report or in this contract or by reason of any encroachment by any dividing fences between the property and adjoining properties.

53) COOLING OFF PERIOD

- a) The Purchaser agrees that should the Purchaser requests for any extensions of the cooling-off period, then on completion, the Purchaser must allow an amount of \$110.00 inclusive of GST for each cooling-off extension requested.

54) FINANCE

The purchaser:

- a) acknowledges that it has not discussed, and does not intend to discuss, any matters with the vendor in respect of the means of payment of the price or any finance that the purchaser has been, or anticipates, obtaining in relation to such payment;
- b) warrants that it has secured finance for payment of the price in full; and
- c) acknowledges that the National Credit Code in Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth) has no application to this transaction and that the purchaser has sought independent legal advice in relation to that matter and the purchaser hereby indemnifies the vendor against any and all claims, actions or proceedings of any nature that the purchaser may take, or that others may take on behalf of the purchaser, in relation to the National Credit Code.

55) GST

- a) The purchaser warrants to the vendor that the property will be used predominantly for residential accommodation and the purchaser indemnifies the vendor against any liability to pay GST arising from any breach of that warranty.

56) GOVERNING LAW

- a) This contract is governed by and must be construed according to the laws of New South Wales.
- b) The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this contract and such remaining provisions shall remain in full force and effect.

CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to section 13 of the *Property, Stock and Business Agents Regulation 2014* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by paragraph 1 above, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.
3. The following conditions, in addition to those prescribed by paragraphs 1 and 2 above, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of a co-owner.

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

DEED OF GUARANTEE

We, the Guarantors, being directors and/or shareholders and/or associated person of the Company (which is the Purchaser named in the Contract for the Sale and Purchase of Land of the Property between the Vendor and the Purchaser (“Contract”)) to which this Deed is annexed, in consideration of the Vendor at the Purchaser’s request agreeing to enter into the Contract, do hereby jointly and severally guarantee to the Vendor the due and punctual performance by the Purchaser of all of the terms and conditions of the Contract and jointly and severally covenant and agree that:

- 1) We will indemnify and keep indemnified the Vendor against any loss and damage however arising which the Vendor may suffer in consequence of any failure of the Purchaser to perform its or their obligations under the Contract.
- 2) This guarantee will not be affected or discharge by the granting to the Purchaser of any time or other indulgence or by any other consideration or transaction whereby our liability as guarantors would, but for the provisions of this guarantee, have been or be affected or discharged.
- 3) This guarantee will not be affected or discharged by the completion or termination of the Contract and our liability to the Vendor will continue until all monies payable by the Purchaser to the Vendor are paid in full, and will not be affected by the liquidation provisional or otherwise, or any other happening in relation to the Purchaser or its affairs or property whereby, but for this provision, our liabilities as guarantors would have been or be affected or discharged.
- 4) This guarantee will not be affected or abrogated by any variation to the Contract, whether made with or without our prior knowledge or subsequent notice to us, and we shall continue to be bound having regard to the terms of the Contract as they are at any time, and acknowledge and agree that any obligation to notify us of any proposed or actual variation to the Contract rests upon the purchaser and the Vendor has no obligations in that respect nor will its position be affected if notice is not given to us by the Purchaser.
- 5) Without limiting any preceding provision, none of the following circumstances (or any combination of them), will diminish or extinguish the enforceability of this guarantee against us:
 - a) Disposal by any Guarantors of his or her legal or beneficial ownership of any shares in the Purchaser;
 - b) Failure of the Vendor to exhaust all other avenues of remedy against the Purchaser before proceeding against us;
 - c) Appointment of a receiver and/or manager in respect of any of the property of the Purchaser;
 - d) Any abandonment, compromise or release (in whole or in part) of the Vendor’s rights against the Purchaser;
 - e) A ruling by a court of law or equity that the Contract or any part of it is void or unenforceable;
or
 - f) The death or insolvency of any one or more of us.
- 6) Any monies payable by us to the Vendor:
 - a) Is payable on demand; and
 - b) If not paid when due will bear interest from the due date of payment to the actual date of payment at the interest rate referred to in the Contract (compounded yearly), which interest will be paid contemporaneously with the money on which it has accrued or is accruing and any

judgment for any such money will likewise bear interest from the date of judgment to the date of payment.

- 7) The enforceability of this guarantee against any Guarantors is not conditional upon the enforceability of this guarantee against all or any other Guarantor.

Definitions:

Vendor:

Property:

Purchaser:

Guarantors:

Signed, sealed and delivered by the Guarantor and witnessed:		
Full Name	Capacity	Signature
	Guarantor	
	Witness	

Signed, sealed and delivered by the Guarantor and witnessed:		
Full Name	Capacity	Signature
	Guarantor	
	Witness	



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/SP84623

SEARCH DATE	TIME	EDITION NO	DATE
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11/8/2023	10:47 AM	5	27/2/2017

LAND

LOT 4 IN STRATA PLAN 84623
AT EPPING
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

XUEFAN HU (TZ AJ642966)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84623
2 AM190273 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LEXS-NLIM-230284

PRINTED ON 11/8/2023

*** Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.**

Warning: the information appearing under notations has not been formally recorded in the Register.

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Date and Time of Search: Fri Aug 11 10:49:45 2023

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84623

SEARCH DATE	TIME	EDITION NO	DATE
11/8/2023	11:10 AM	8	19/8/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84623
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT EPPING
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP84623

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84623
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- WHELAN PROPERTY GROUP
PO BOX 75 STRAWBERRY HILLS NSW 2012

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B802426 EASEMENT FOR DRAINAGE OVER NATURAL WATERCOURSE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 3 B941437 EASEMENT TO DRAIN WATER 1.525 WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN
DESIGNATED 'B' IN THE TITLE DIAGRAM
- 4 DP555678 EASEMENT TO DRAIN WATER 0.915 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP555678 EASEMENT TO DRAIN WATER 7.62 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 AF732091 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 DP1158694 RIGHT OF FIRE EGRESS 0.95, 4.25 METRE(S) WIDE AND
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1158694 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE SEC.88B INSTRUMENT
- 9 DP1158694 POSITIVE COVENANT
- 10 DP1158694 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE SEC.88B INSTRUMENT
- 11 AM735913 INITIAL PERIOD EXPIRED
- 12 AR342637 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84623

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 7000)

STRATA PLAN 84623

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 114	2	- 110	3	- 115	4	- 111
5	- 109	6	- 116	7	- 112	8	- 117
9	- 114	10	- 114	11	- 118	12	- 114
13	- 119	14	- 116	15	- 116	16	- 120
17	- 116	18	- 121	19	- 118	20	- 118
21	- 113	22	- 107	23	- 115	24	- 112
25	- 115	26	- 115	27	- 114	28	- 117
29	- 114	30	- 117	31	- 117	32	- 116
33	- 119	34	- 116	35	- 119	36	- 119
37	- 118	38	- 121	39	- 118	40	- 121
41	- 164	42	- 160	43	- 160	44	- 160
45	- 153	46	- 153	47	- 153	48	- 153
49	- 153	50	- 160	51	- 164	52	- 159
53	- 159	54	- 159	55	- 159		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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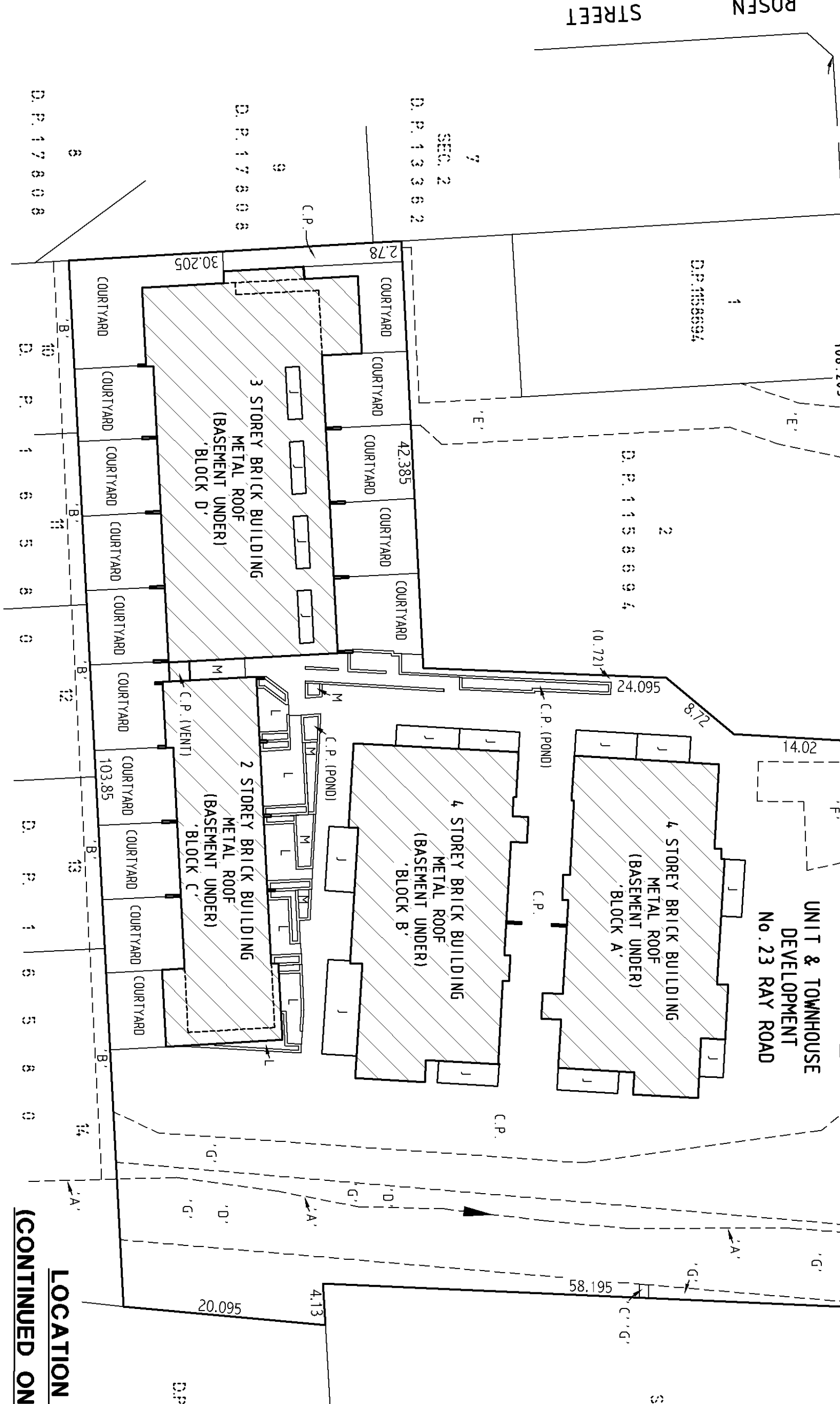
- 'A' - EASEMENT FOR DRAINAGE OVER NATURAL WATERCOURSE (VIDE B802426)
'B' - EASEMENT TO DRAIN WATER 1.525 WIDE (VIDE B941437)
'C' - EASEMENT TO DRAIN WATER 0.915 WIDE (VIDE D.P. 555678)
'D' - EASEMENT TO DRAIN WATER 7.62 WIDE (VIDE D.P. 555678)
'E' - RIGHT TO FIRE EGRESS 0.95 WIDE, 4.25 WIDE & VARIABLE (VIDE D.P. 1158694)
'F' - RESTRICTION ON THE USE OF LAND (VIDE D.P. 1158694)
'G' - RESTRICTION ON THE USE OF LAND (VIDE D.P. 1158694)
'H' - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (VIDE AF732091)

RAY

ROAD

UNIT & TOWNHOUSE
DEVELOPMENT
No. 23 RAY ROAD

STREET



LOCATION PLAN
(CONTINUED ON SHEET 2)

NOTES:

1. C.P. DENOTES COMMON PROPERTY
2. J DENOTES BALCONY
3. L DENOTES COURTYARD
4. M DENOTES PLANTER (COMMON PROPERTY)

10	20	30	40	50	Table of mm	80	90	100	110	120	130	140
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Surveyor: Graham John Hall

Registered

Surveyor's Ref: 329-02SP

Subdivision No: 232

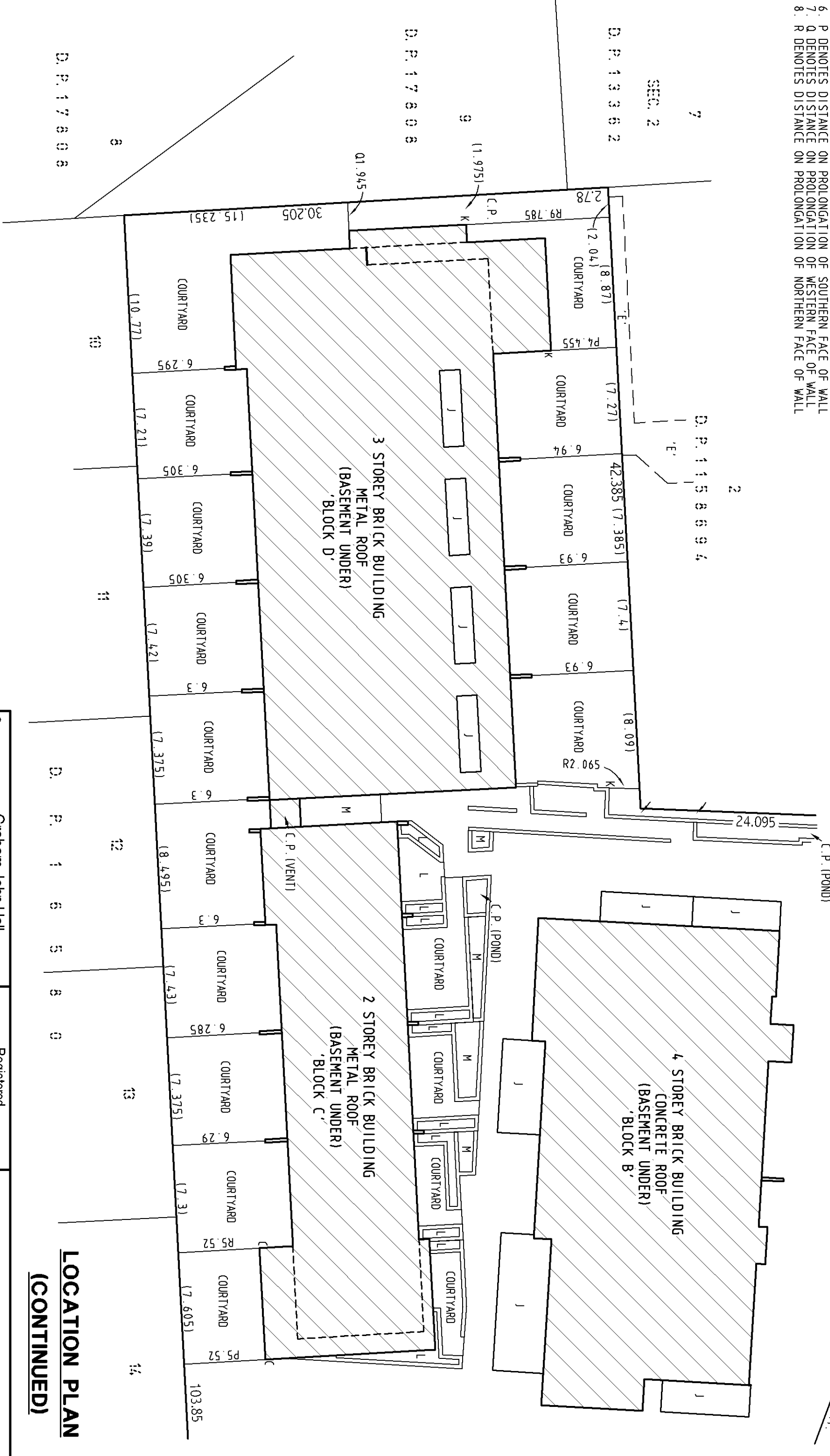
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8.12.2010

SP84623

- NOTES:
- 1. C.P. DENOTES COMMON PROPERTY
 - 2. J DENOTES BALCONY
 - 3. K DENOTES CORNER OF WALL
 - 4. L DENOTES COURTYARD
 - 5. M DENOTES PLANTER (COMMON PROPERTY)
 - 6. P DENOTES DISTANCE ON PROLONGATION OF SOUTHERN FACE OF WALL
 - 7. Q DENOTES DISTANCE ON PROLONGATION OF WESTERN FACE OF WALL
 - 8. R DENOTES DISTANCE ON PROLONGATION OF NORTHERN FACE OF WALL



LOCATION PLAN
(CONTINUED)

Surveyor: Graham John Hall	Registered	SP84623
Surveyor's Ref: 329-02SP	8.12.2010	
Subdivision No: 232		

Lengths are in metres. Reduction Ratio 1: 250

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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'E' - RIGHT TO FIRE EGRESS 0.95 WIDE, 4.25 WIDE & VARIABLE (VIDE D.P. 1158694)



NOTES:

1. ALL AREAS ARE APPROXIMATE
2. C.P. DENOTES COMMON PROPERTY
3. S DENOTES VISITOR CAR SPACE (COMMON PROPERTY)

BASEMENT

Surveyor: **Graham John Hall**
Surveyor's Ref: **329-02SP**
Subdivision No: **232**
Lengths are in metres. Reduction Ratio 1: 250



Registered
8.12.2010

SP84623

10	20	30	40	50	Table of mm	80	90	100	110	120	130	140
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- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY
 3. K DENOTES CORNER OF WALL
 4. S DENOTES VISITOR CAR SPACE (COMMON PROPERTY)
 5. T DENOTES CAR SPACE
 6. U DENOTES CENTRE OF COLUMN
 7. V DENOTES SOLID WALL (COMMON PROPERTY)
 8. L DENOTES 90° ANGLE

REDUCTION RATIO 1:150

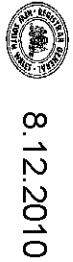
Surveyor: Graham John Hall

Registered

SEE
DIAGRAM 3
SHEET 5

Surveyor's Ref: 329-02SP

Subdivision No: 232



SP84623

BASEMENT (CONTINUED)

10	20	30	40	50	Table of mm	80	90	100	110	120	130	140
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- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY
 3. K DENOTES CORNER OF WALL
 4. S DENOTES VISITOR CAR SPACE (COMMON PROPERTY)
 5. T DENOTES CAR SPACE
 6. U DENOTES CENTRE OF COLUMN
 7. V DENOTES SOLID WALL (COMMON PROPERTY)
 8. W DENOTES STORAGE SPACE
 9. L DENOTES 90° ANGLE

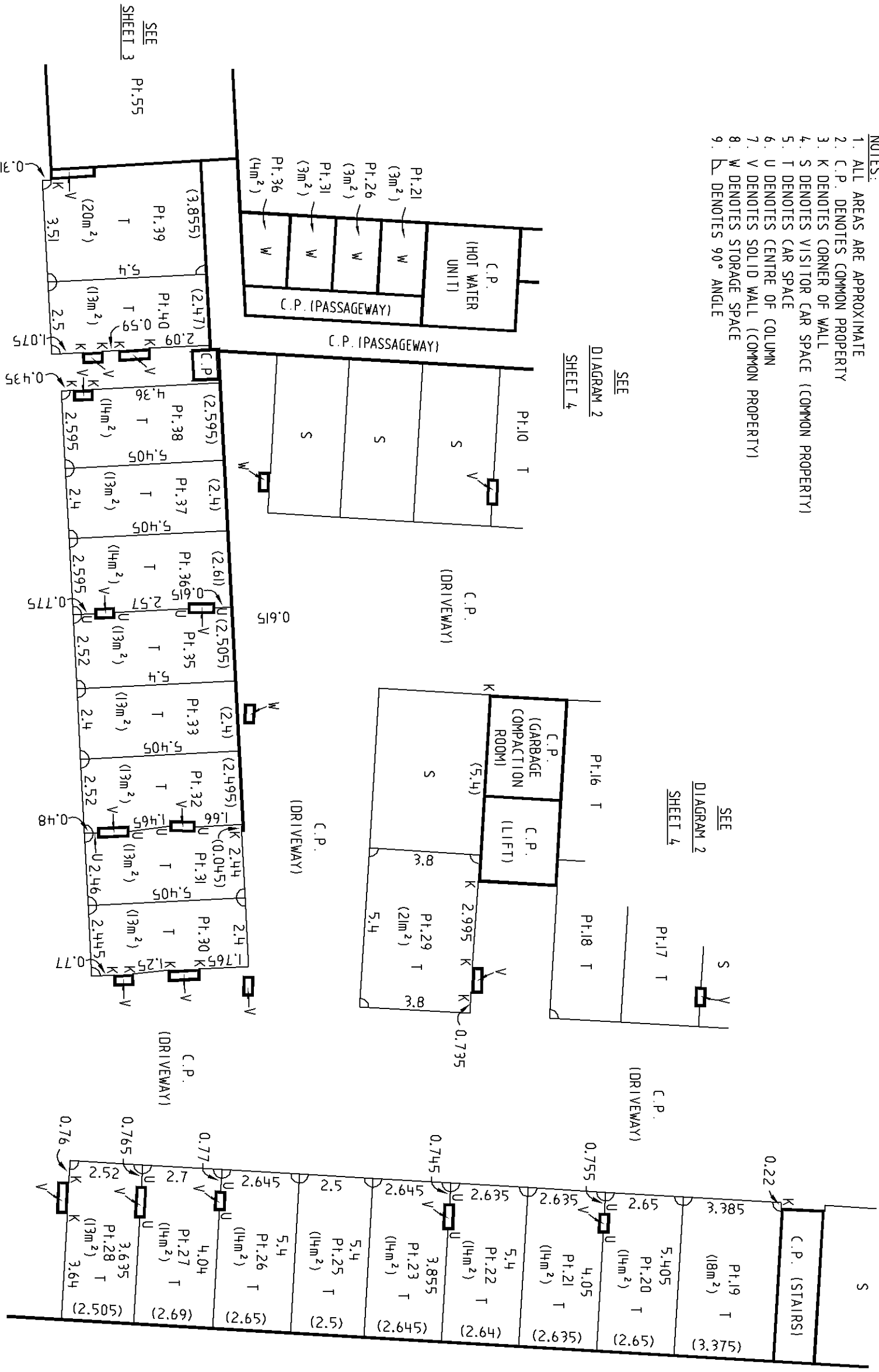


DIAGRAM 3
REDUCTION RATIO 1:150

BASEMENT (CONTINUED)

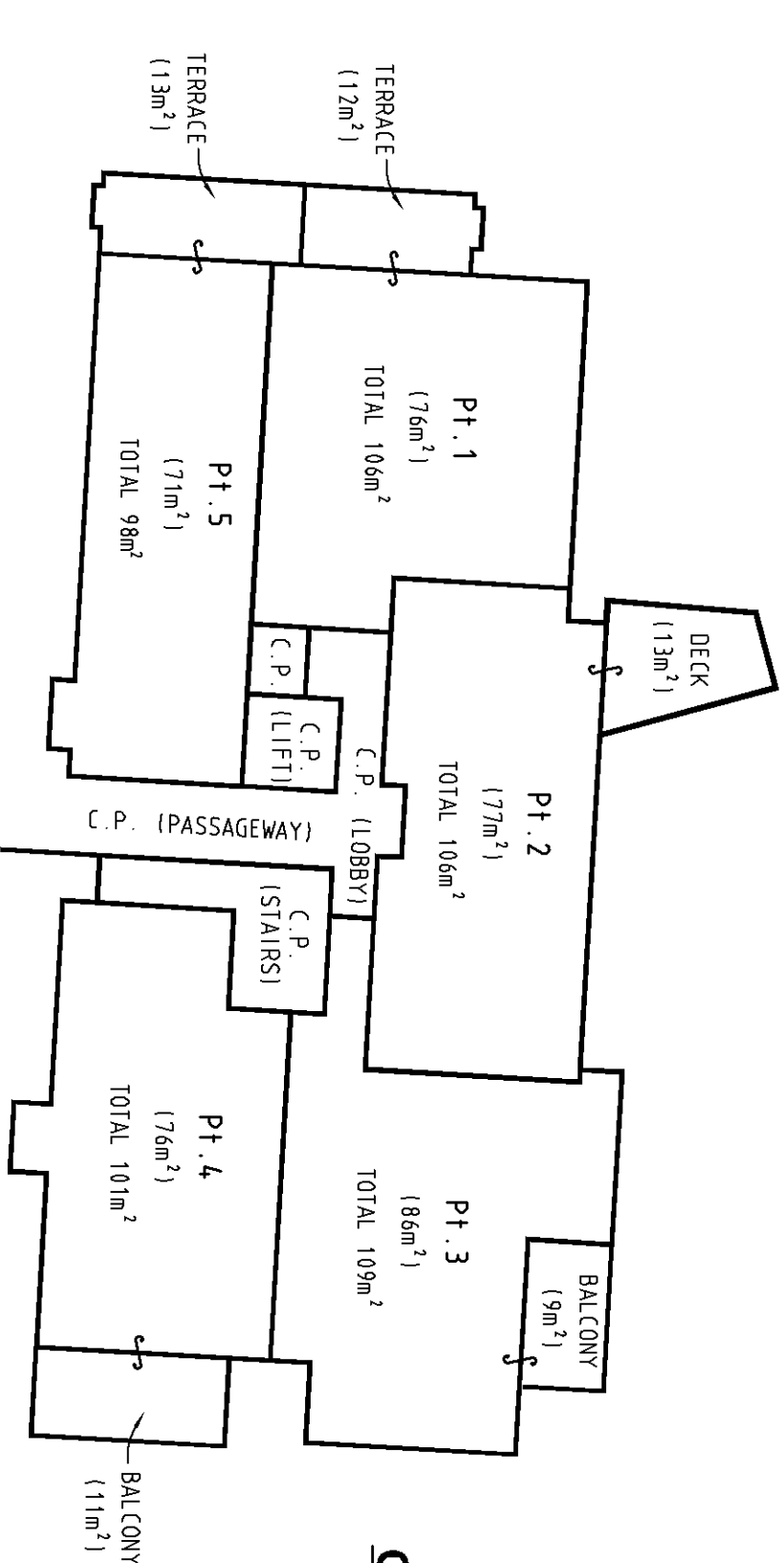
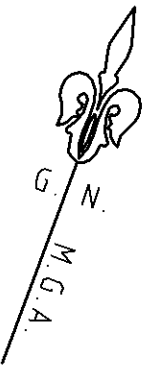
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Surveyor: **Graham John Hall**
Surveyor's Ref: **329-02SP**
Subdivision No: **232**
Lengths are in metres. Reduction Ratio 1: 150

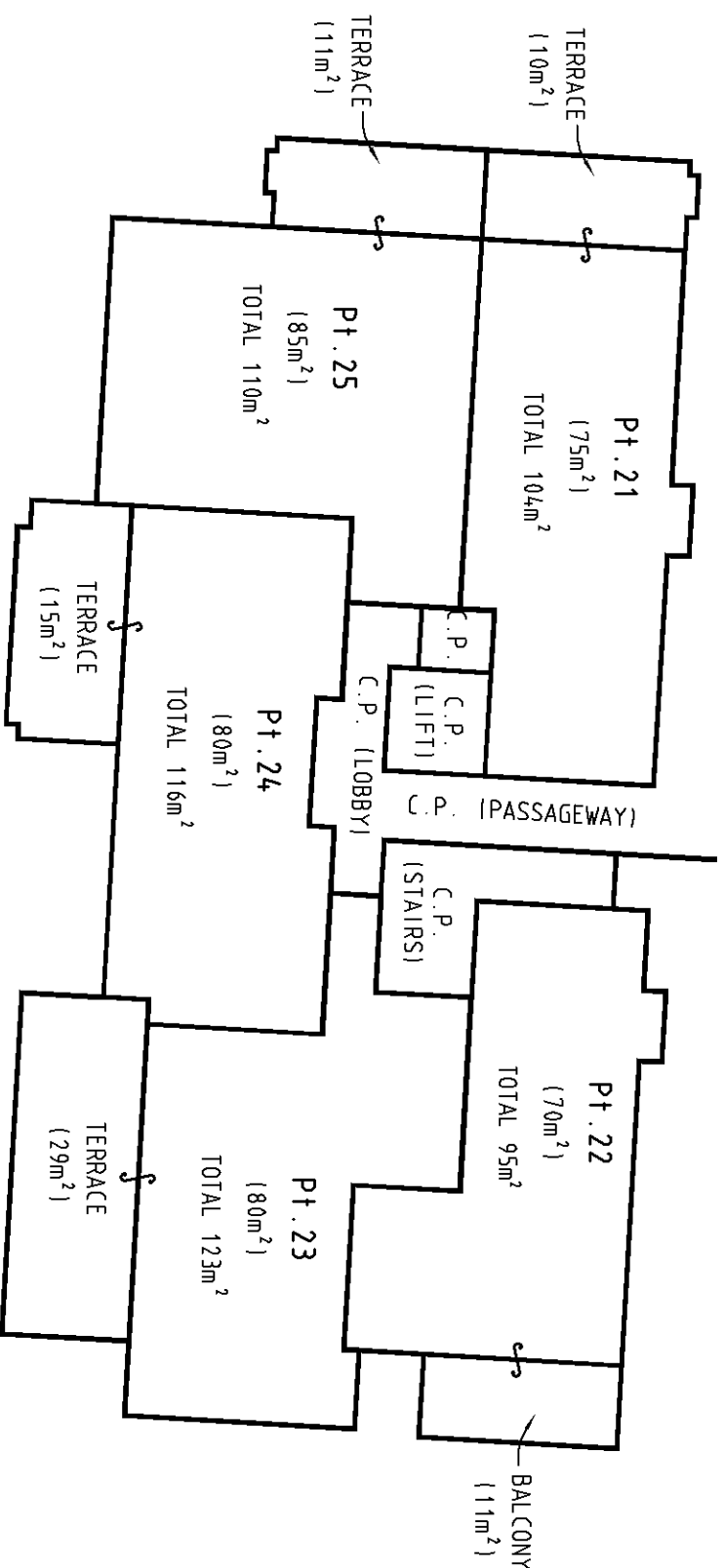
Registered

8.12.2010

SP84623



GROUND FLOOR (BLOCK A)



GROUND FLOOR (BLOCK B)

- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY
 3. ALL BALCONIES AND TERRACES ARE COVERED
 4. EXCEPT WHERE COVERED, THE DECK IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF IT'S TIMBER FLOOR

Surveyor:	Graham John Hall
Surveyor's Ref:	329-02SP
Subdivision No:	232

Lengths are in metres. Reduction Ratio 1: 200

Registered

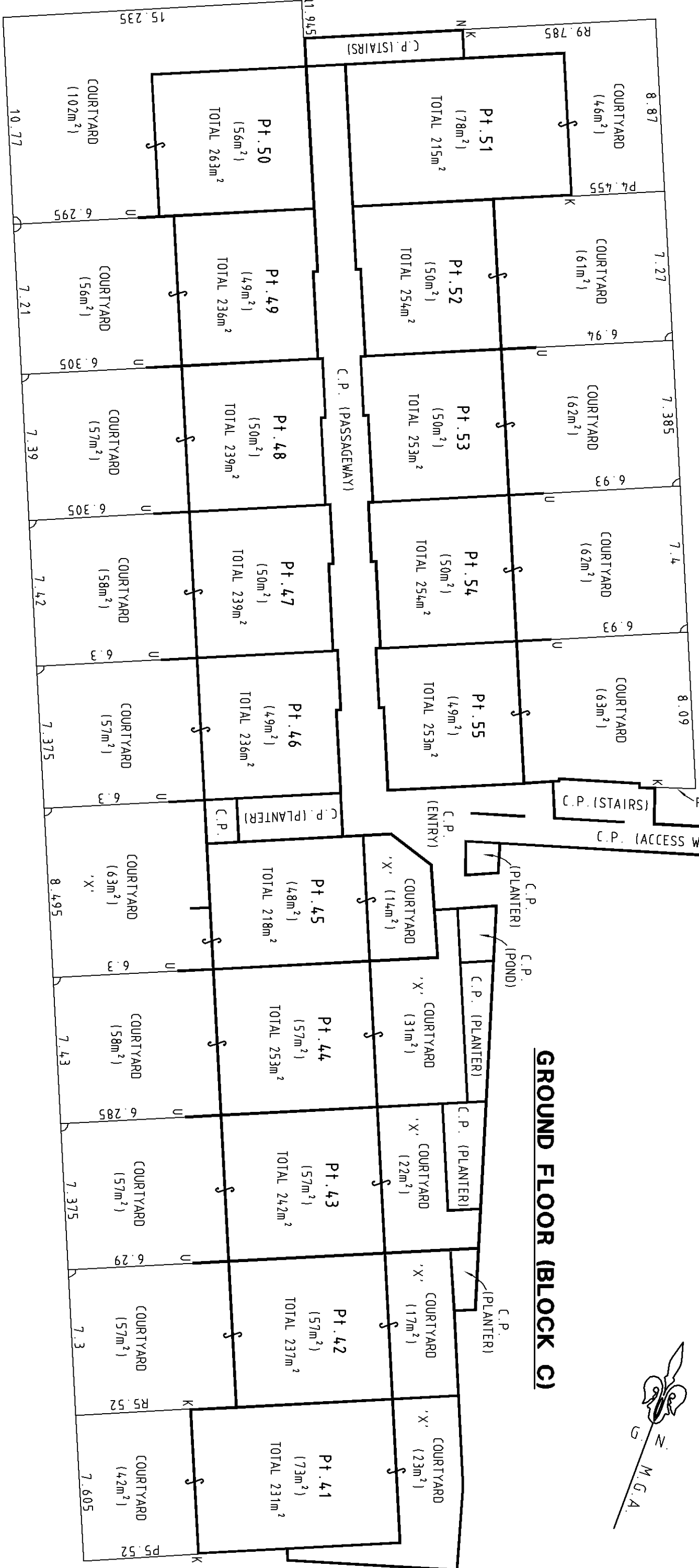


8.12.2010

SP84623

10	20	30	40	50	Table of mm	80	90	100	110	120	130	140
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GROUND FLOOR (BLOCK D)




NOTES:

1. ALL AREAS ARE APPROXIMATE
2. C.P. DENOTES COMMON PROPERTY
3. K DENOTES CORNER OF WALL
4. P DENOTES DISTANCE ON PROLONGATION OF SOUTHERN FACE OF WALL
5. Q DENOTES DISTANCE ON PROLONGATION OF WESTERN FACE OF WALL
6. R DENOTES DISTANCE ON PROLONGATION OF NORTHERN FACE OF WALL
7. U DENOTES CENTRE OF WALL
8. THE STRUCTURE OF THE PLANTERS WITHIN COURTYARDS DENOTED 'X' FORM PART OF COMMON PROPERTY
9. EXCEPT WHERE COVERED, COURTYARDS ARE LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR CONCRETE SLAB OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING
10. EXCEPT WHERE ABOVE THE BASEMENT, COURTYARDS ARE LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER SURFACE OF THE GROUND FLOOR CONCRETE SLAB OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING
11. ALL RETAINING WALLS, FENCING AND STAIRS ERRECTED WITHIN AND ALONG COURTYARD BOUNDARIES FORM PART OF COMMON PROPERTY
12. DENOTES 90° ANGLE

Surveyor:
Surveyor's Ref:
Subdivision No:

Graham John Hall
329-02SP
232

Registered

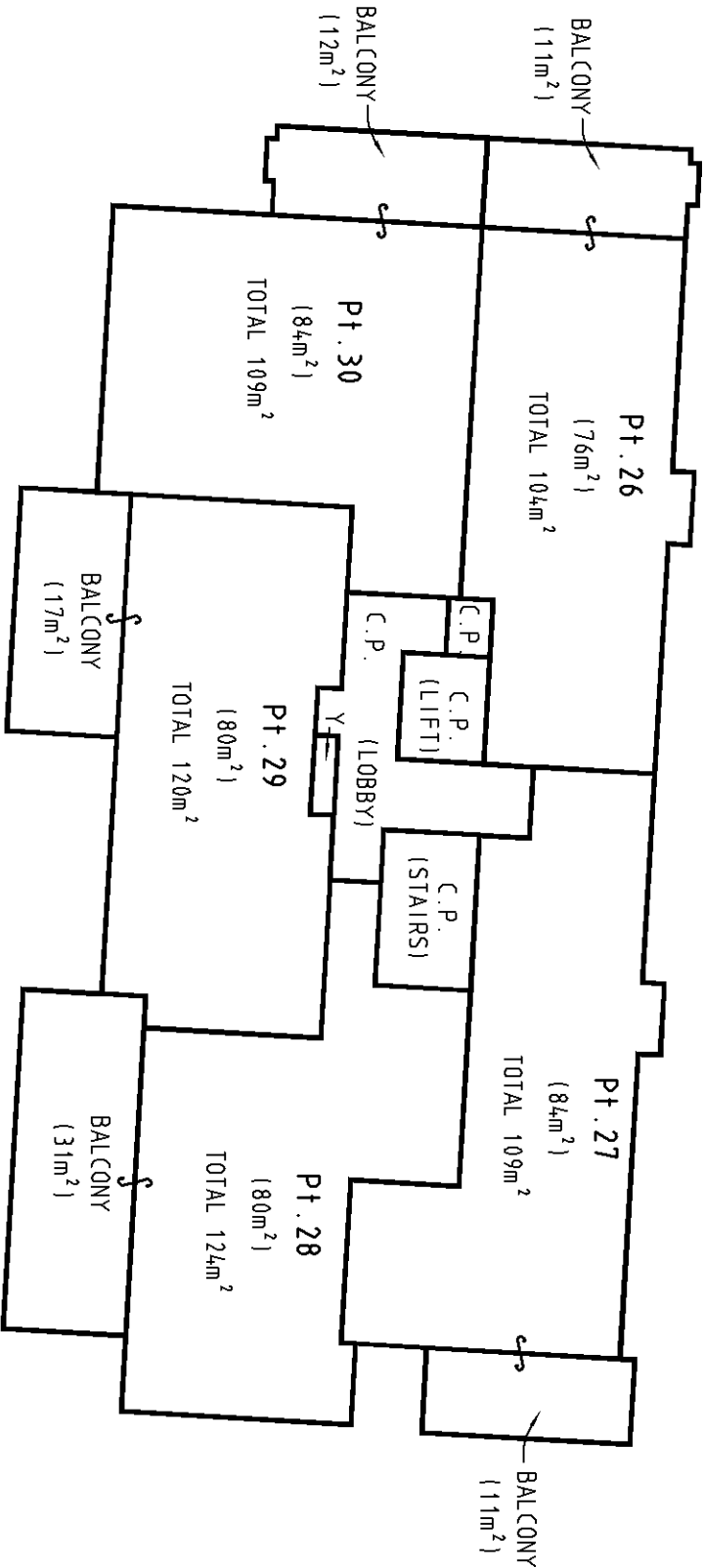
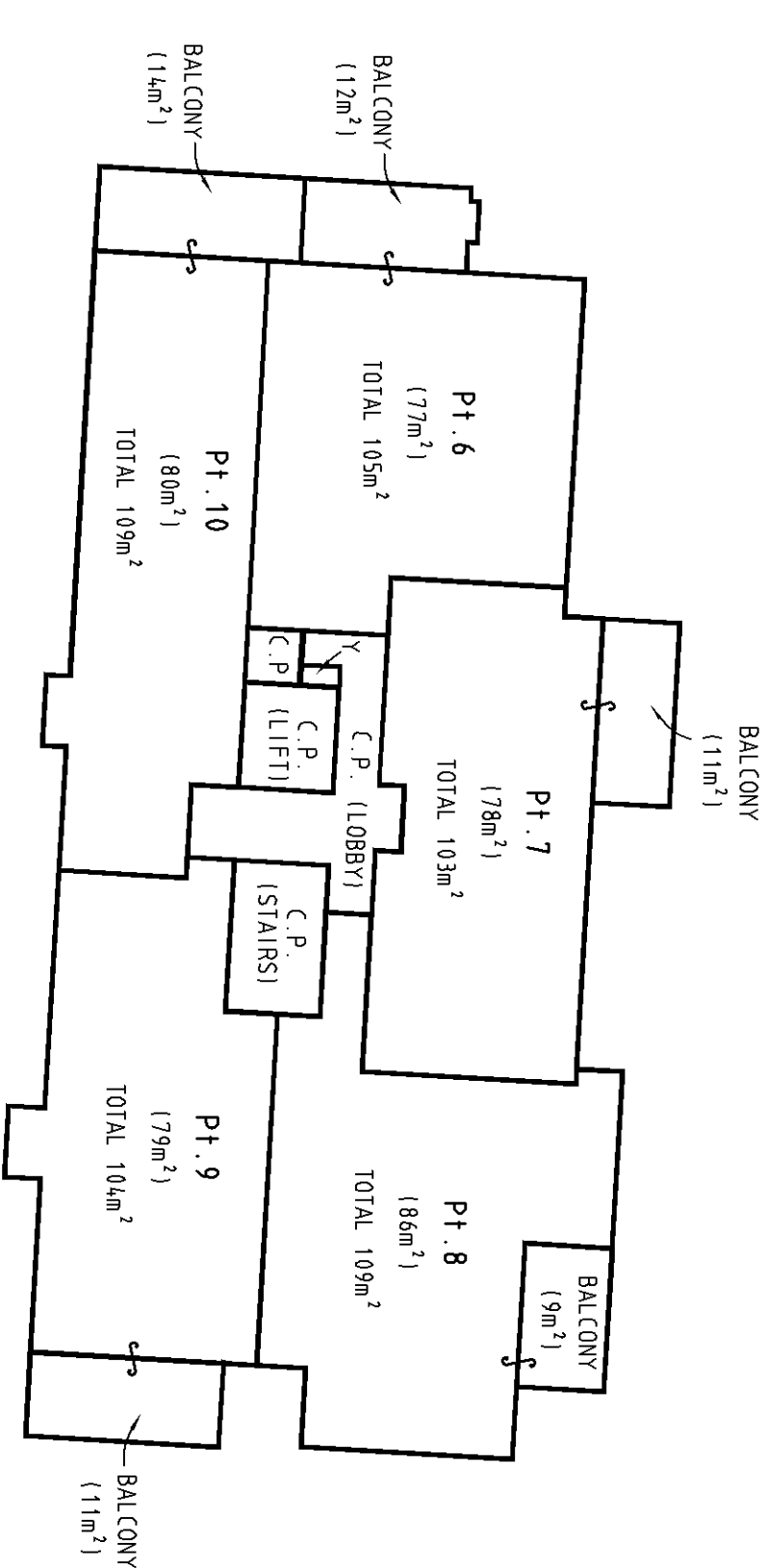


8.12.2010

Lengths are in metres. Reduction Ratio 1: 200

SP84623

10	20	30	40	50	Table of mm	80	90	100	110	120	130	140
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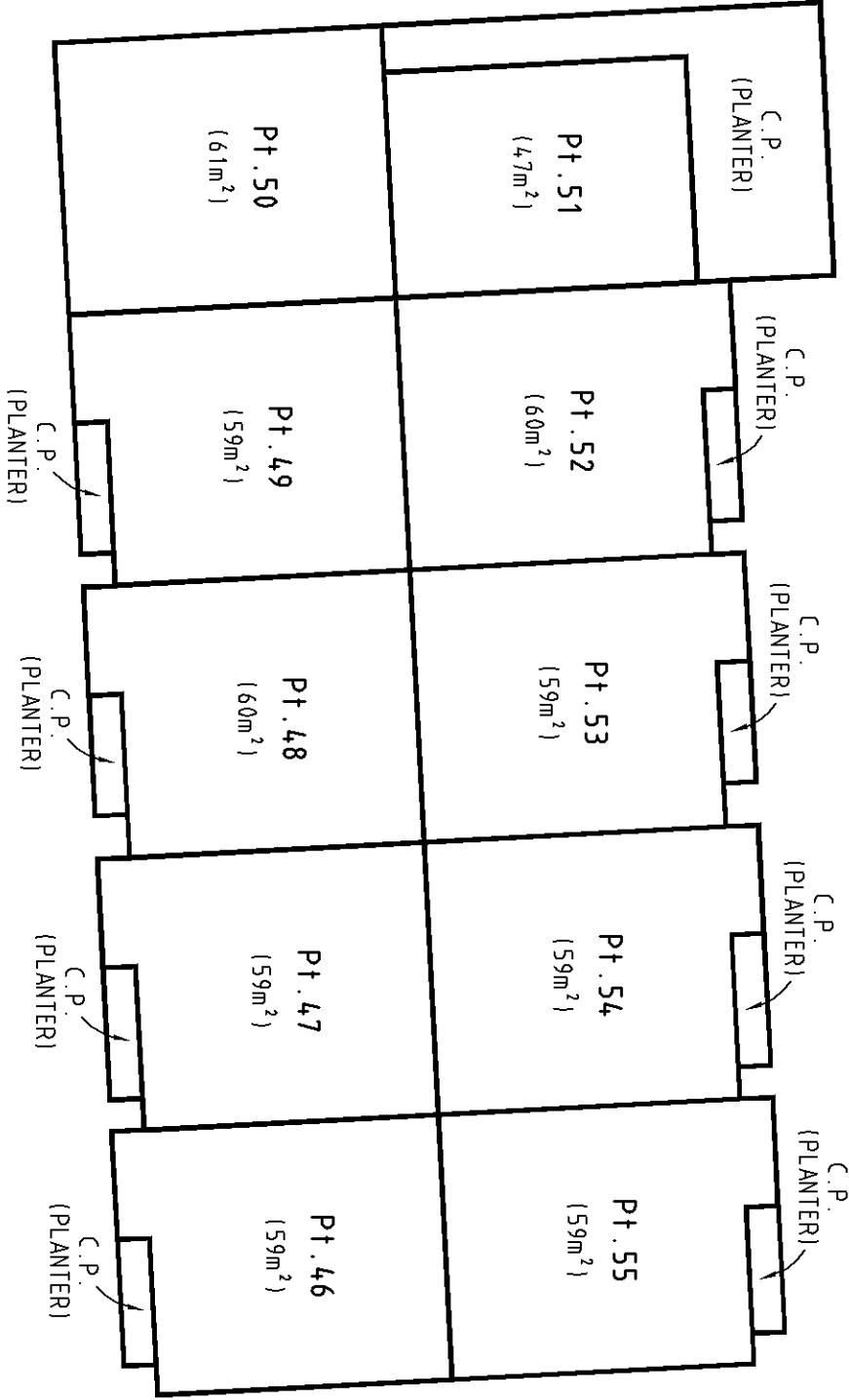


- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY
 3. Y DENOTES SERVICE DUCT (COMMON PROPERTY)
 4. ALL BALCONIES ARE COVERED

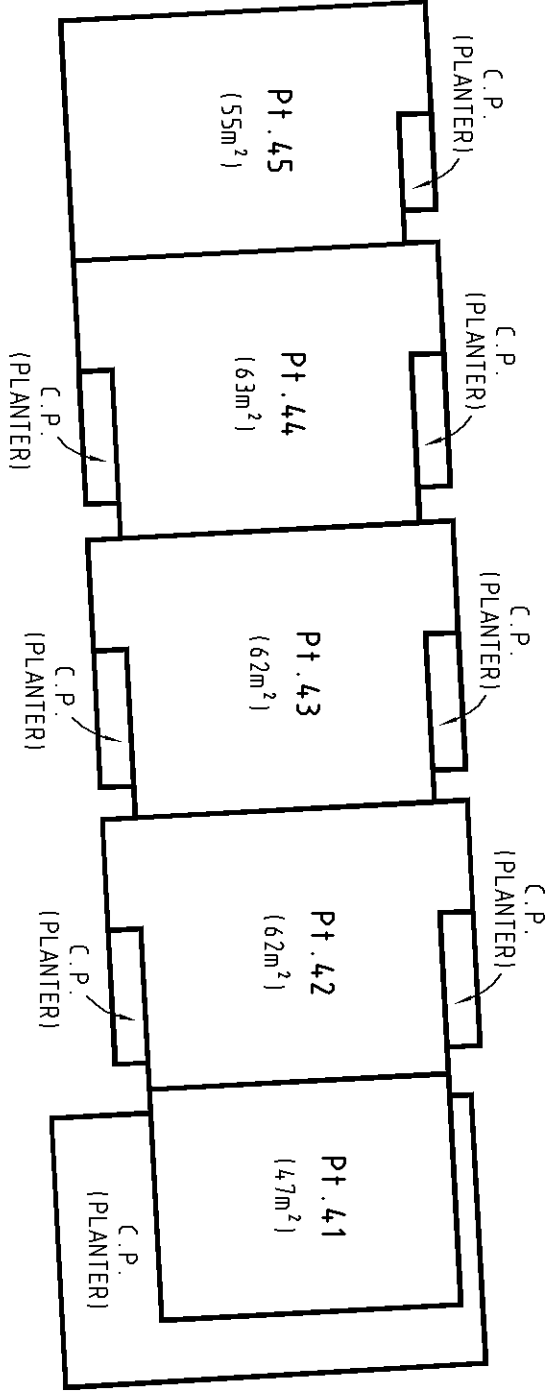
FIRST FLOOR (BLOCK B)

Surveyor:	Graham John Hall	Registered	
Surveyor's Ref:	329-02SP		
Subdivision No:	232		
Lengths are in metres. Reduction Ratio 1: 200			
		8.12.2010	
			SP84623

10	20	30	40	50	Table of mm	80	90	100	110	120	130	140
----	----	----	----	----	-------------	----	----	-----	-----	-----	-----	-----



FIRST FLOOR (BLOCK D)



FIRST FLOOR (BLOCK C)

- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY

Surveyor: Graham John Hall

Surveyor's Ref: 329-02SP

Subdivision No: 232

Lengths are in metres. Reduction Ratio 1: 200

Registered



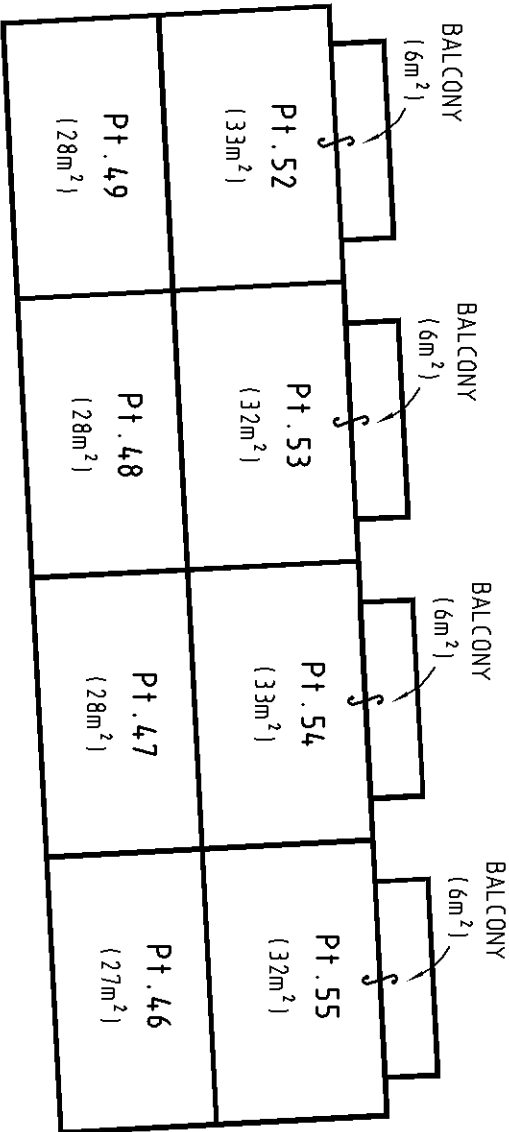
8.12.2010

SP84623

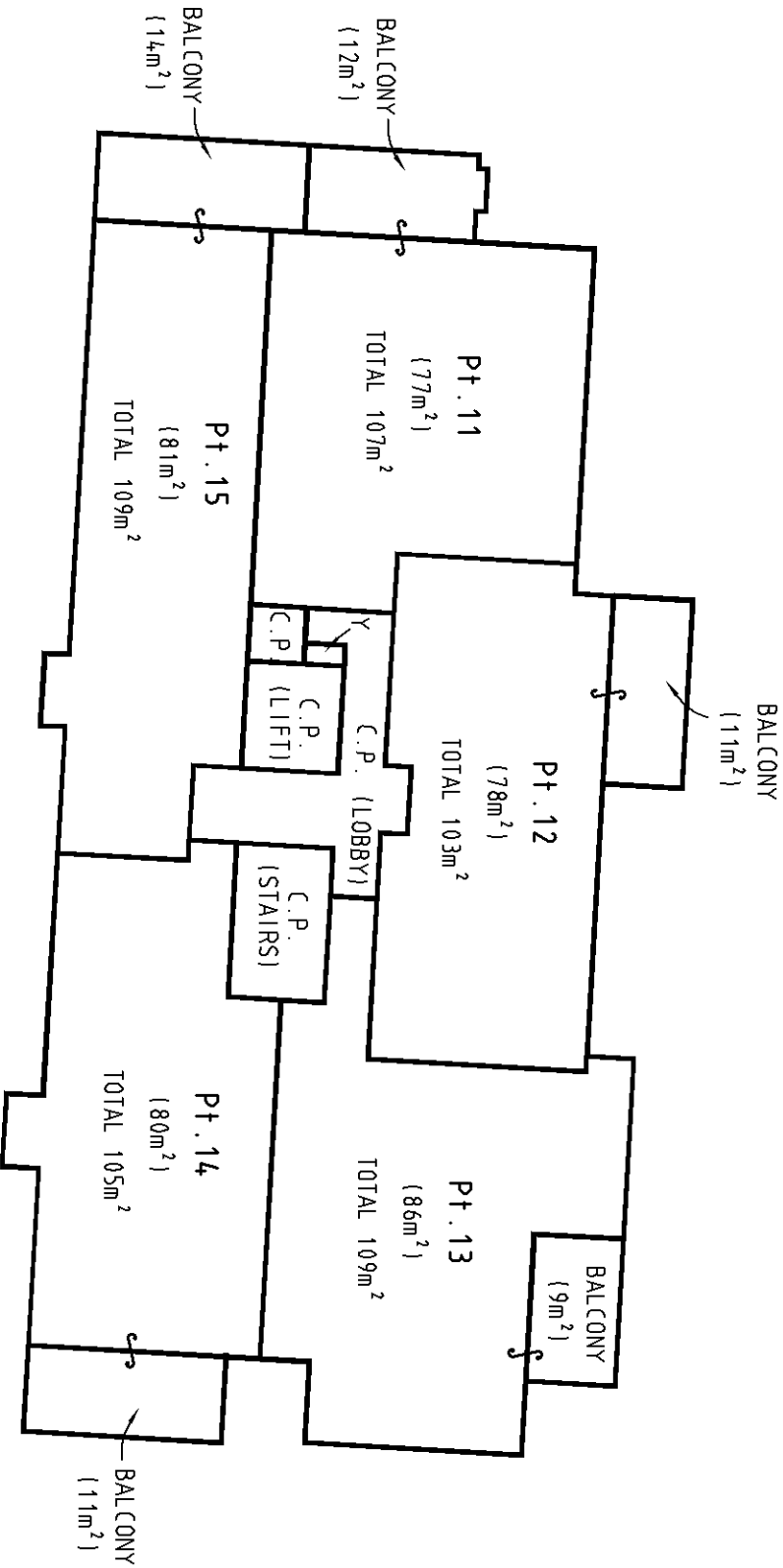
10	20	30	40	50	Table of mm	80	90	100	110	120	130	140
----	----	----	----	----	-------------	----	----	-----	-----	-----	-----	-----



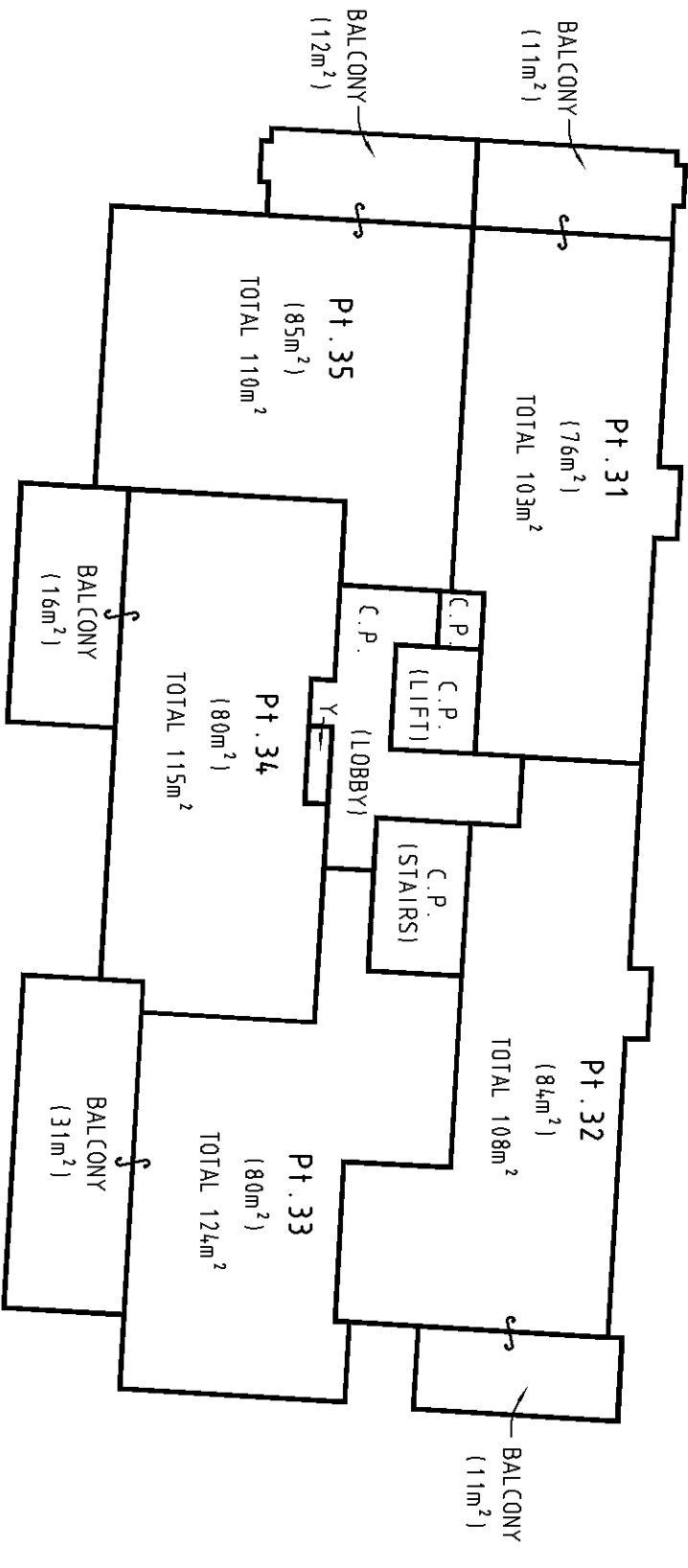
- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY
 3. Y DENOTES SERVICE DUCT (COMMON PROPERTY)
 4. EXCEPT WHERE COVERED, BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR



SECOND FLOOR (BLOCK D)




SECOND FLOOR (BLOCK A)

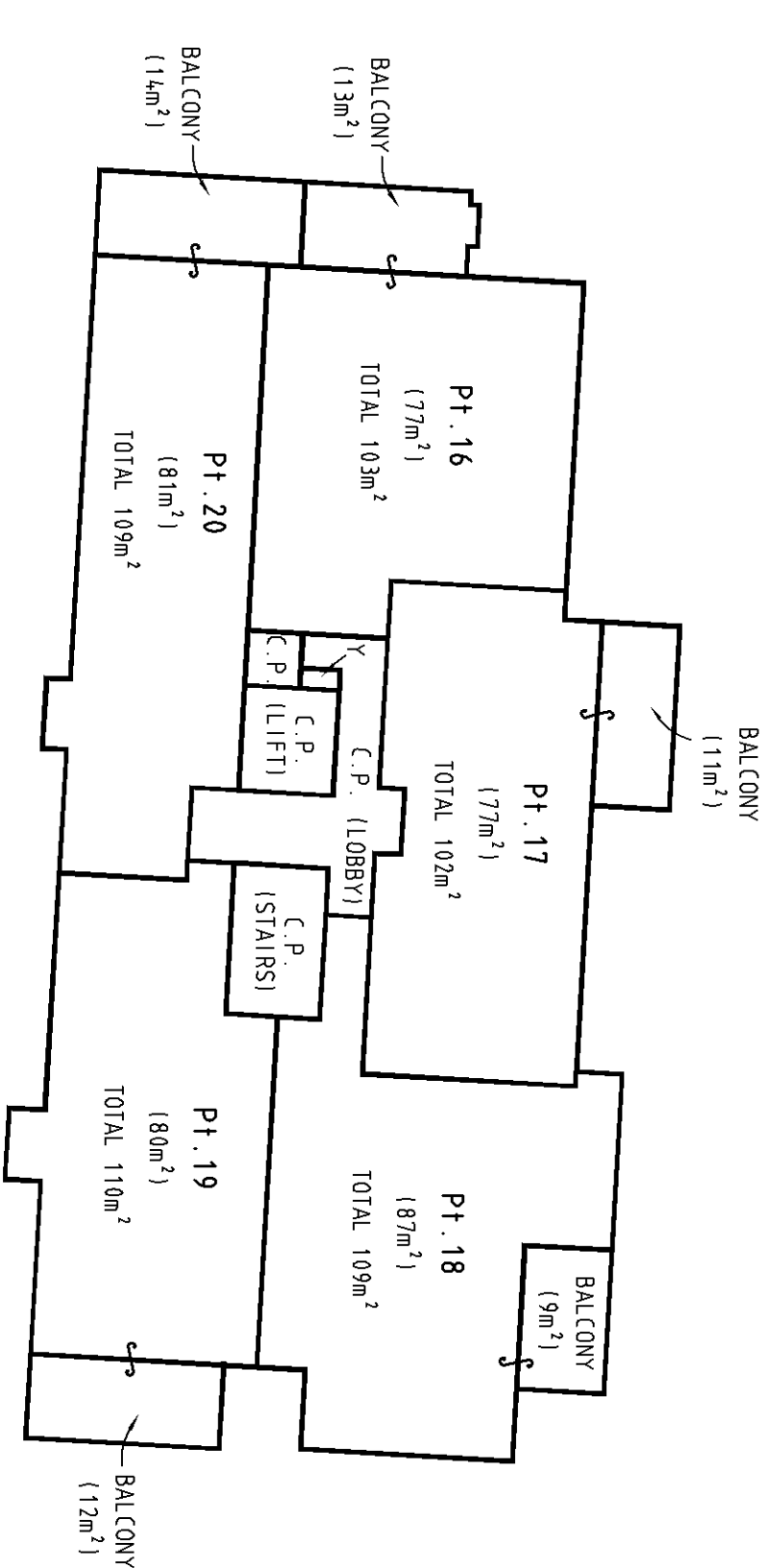


SECOND FLOOR (BLOCK B)

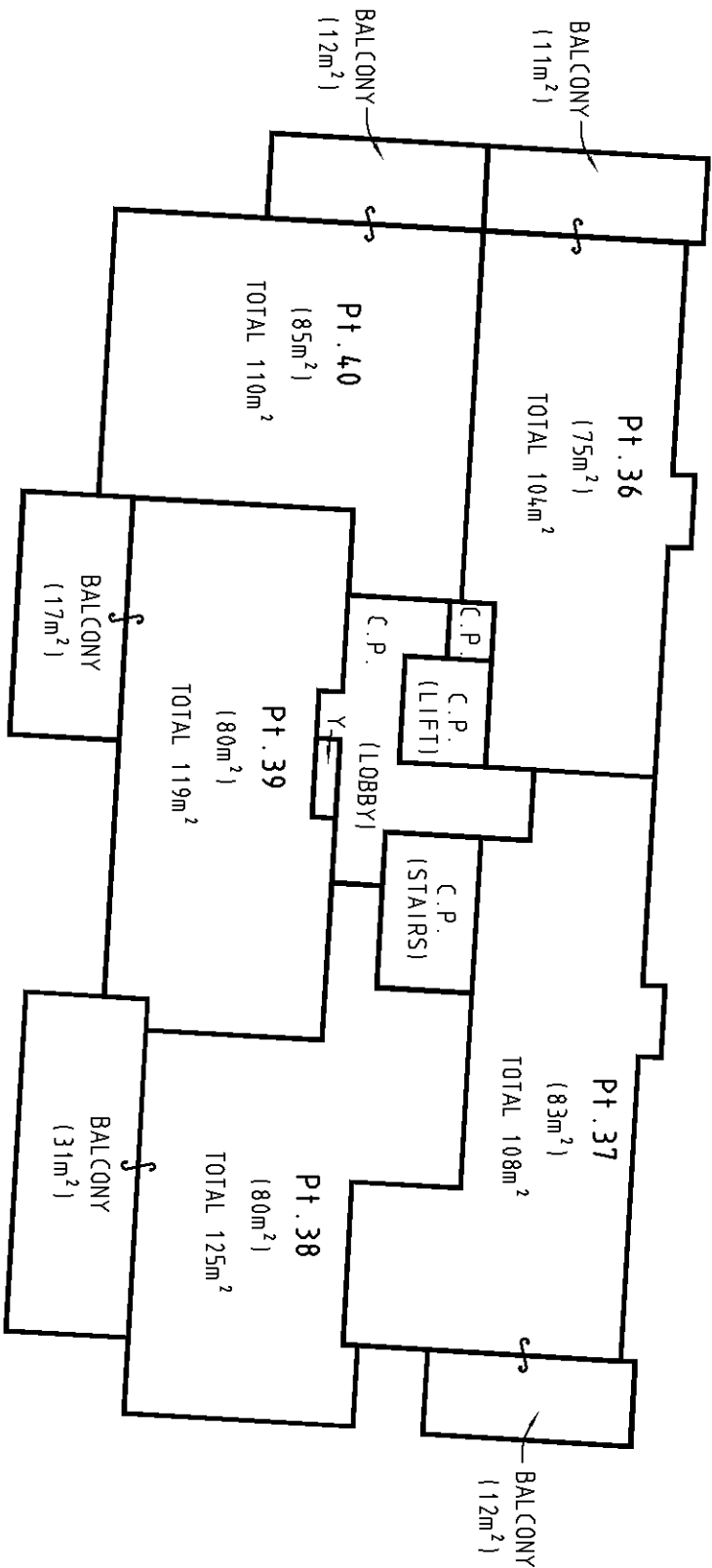
Surveyor: Graham John Hall	Registered	SP84623
Surveyor's Ref: 329-02SP		
Subdivision No: 232		
Lengths are in metres. Reduction Ratio 1: 200		



8.12.2010



THIRD FLOOR (BLOCK A)



THIRD FLOOR (BLOCK B)

- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY
 3. Y DENOTES SERVICE DUCT (COMMON PROPERTY)
 4. ALL BALCONIES ARE COVERED

10	20	30	40	50	Table of mm	80	90	100	110	120	130	140
----	----	----	----	----	-------------	----	----	-----	-----	-----	-----	-----

Surveyor: Graham John Hall	Registered	SP84623
Surveyor's Ref: 329-02SP		
Subdivision No: 232		
Lengths are in metres. Reduction Ratio 1: 200		



8.12.2010

STRATA PLAN FORM 3 (PART 1)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No. 84623

23 Ray Road
EPPING NSW 2121

SP84623

Registered:



8.12.2010

Office Use Only

Purpose:

STRATA PLAN

PLAN OF
SUBDIVISION OF LOT 3 D.P.1158694

The adopted by-laws for the scheme are:

* A Model By-laws

~~* together with Keeping of animals: Option A/B/C~~

* By-laws in 11 sheets filed with plan.

* strike out whichever is inapplicable

^ Insert the type to be adopted (Schedule 1 SSM Regulation 2005)

Strata Certificate (Approved Form 5)

(1) ~~* The Council of~~ HORNSBY

* The Accredited Certifier GRAHAM MALLISON
Accreditation No. BPB0243

has made 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 2007,

~~*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and
clause 30A Strata Schemes (Leasehold Development) Regulation 2007,~~

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) ^.....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 18 NOVEMBER 2010

Subdivision No. 232

Relevant Development Consent No. DA/1688/2006/H

issued by HORNSBY SHIRE COUNCIL

Graham Mallison
Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

LGA: HORNSBY

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, GRAHAM JOHN HALL

of CRAIG & RHODES PTY LTD

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

~~* 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 ^..... to permit the encroachment to remain.~~

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

Signature: Graham Hall

Date: 18/11/10

* Strike through if inapplicable

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

SURVEYOR'S REFERENCE:

329-02SP

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

STRATA PLAN FORM 3 (PART 2)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF
SUBDIVISION OF LOT 3 D.P.1158694

Office Use Only

SP84623

Office Use Only

Registered:



8.12.2010

Subdivision Certificate Details: Subdivision No: 232

Date: 18/11/2010

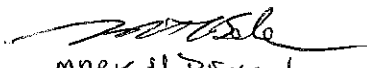
SCHEDULE OF UNIT ENTITLEMENTS

(If space is insufficient use additional annexure sheet)

LOT NUMBER	UNIT ENTITLEMENT	LOT NUMBER	UNIT ENTITLEMENT	LOT NUMBER	UNIT ENTITLEMENT	LOT NUMBER	UNIT ENTITLEMENT
1	114	15	116	29	114	43	160
2	110	16	120	30	117	44	160
3	115	17	116	31	117	45	153
4	111	18	121	32	116	46	153
5	109	19	118	33	119	47	153
6	116	20	118	34	116	48	153
7	112	21	113	35	119	49	153
8	117	22	107	36	119	50	160
9	114	23	115	37	118	51	164
10	114	24	112	38	121	52	159
11	118	25	115	39	118	53	159
12	114	26	115	40	121	54	159
13	119	27	114	41	164	55	159
14	116	28	117	42	160	AGGREGATE	7000

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

(If space is insufficient use additional annexure sheet)


 MARK H. BEHAN

 SOLE DIRECTOR CITISCAPE DEVELOPMENTS (NO.2) PTY LIMITED
 OWNER OF LOT 3 DP 1158694
(ALSO SOLE SECRETARY
ACN 081 880 917)

 TONY SASSINE

 SOLE DIRECTOR KYS PROPERTIES PTY LTD
 OWNER OF LOT 3 DP 1158694
(ALSO SOLE SECRETARY
120 119 799
ACN 865 646 914)

SURVEYOR'S REFERENCE: 329-02SP

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF
SUBDIVISION OF LOT 3 D.P.1158694

Office Use Only

SP84623

Office Use Only

Registered:  8.12.2010

Strata Certificate Details: Subdivision No:

232

Date:

18/11/2010

Certified correct for the purposes of the
Real Property Act 1900 by the BANK
SIGNED by EDUARDO MOKAN as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332

(Signature) [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 the attorney for the BANK
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

Signature of witness: [Signature]
Name of witness: VIRGINIA MASA
Address of witness: 1 King Street
Concord West NSW

LEVEL 2
9 GEORGE ST
PARRAMATTA NSW 2150

SURVEYOR'S REFERENCE: 329-02SP

NEW SOUTH WALES.
MEMORANDUM OF TRANSFER.
(Real Property Act 1900).

Fees :
LPR 4 2 39 1926
Lodgment
Endorsement
Certificate



B802426

T 12A
plan 5
5/1-2-6
11-11-29

I, ERNESTINE MARIAN HENRY of Epping in the State of New South Wales Spinster (herein called transferror) being registered as the proprietor of an estate in fee simple in the land hereinafter described subject however to such encumbrances liens and interests as are notified hereunder in consideration of ten shillings (10/-) (the receipt whereof is hereby acknowledged) paid to me by the COUNCIL OF THE SHIRE OF HORNSBY (herein called the Council) do hereby TRANSFER AND GRANT unto the said Council and its successors the vested Proprietors in fee simple of all streets and roads in the said Shire of Hornsby AN EASEMENT in and under the land hereinafter described TO THE INTENT that the same may be used by the said Council and its successors for the drainage and/or passage of storm water AND WITH full and free liberty at all times to use the said land for the free passage and running of water through the natural watercourse thereon and also of such soil or sandy substance as may be caused to be carried by such water by reason of erosion taking place in the aforesaid natural watercourse or which by reason of the natural flow of such water might in the natural course be carried thereby along and through the aforesaid watercourse PROVIDED HOWEVER that no rubbish waste matter or unpleasant substance or substances whatsoever shall be caused permitted or suffered by the Council to flow or be carried through such watercourse and in the event of any such rubbish waste matter or unpleasant substance or substances being caused permitted or suffered by the Council so to flow or be carried the Council shall immediately remove the same from and cleanse the said watercourse AND WITH full and free right and liberty to enter with or without horses carts carriages vehicles workmen servants and others into and upon so much of the lands of the said transferror as may be reasonably necessary for the purposes of laying making and constructing and of maintaining renewing repairing altering securing and

0946
53567

County	Parish	State if whole or part	Vol.	folio.
Cumberland	Field of Mars	Part being the natural water-course as shewn on the plan annexed hereto and marked "A".	3237	219

Signed at Epping the twentieth day of March 1929.

G. M. Henry

Transferor.

SIGNED

For and on behalf of the Council of the
Shire of Hornsby.

Webster & L. Gordon ^{Working} Transferree. (Blue Clerk)



538267-54094
Transfer of land

B802426

No.....

Lodged by *Andrew Littlejohn*
15 O'Connell Street
Sydney

MEMORANDUM OF TRANSFER of
and front
an basement ones
acres roads perches.

Documents lodged herewith.

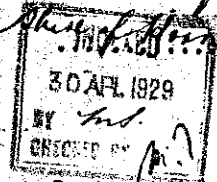
Nature. No. Regd. propr. &c.,

part of Lot 21 Devlin's Addition
at Epping

Shire *Horncastle*
Municipality.

Parish *St. John's* County.

The Council of the
Shire of Horncastle



Transferree.

Particulars entered in Register Book

Vol 3237 Fol 217

the *26th* day of *April* 1929
at *fore* minutes *11* o'clock in
the *fore* noon.

W. H. Hayton



Registrar General.

0811



(herein called transferror)

(800....) (the receipt whereof is hereby acknowledged) paid to me by

(herein called transferee)

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

very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.

~~Subject to Easement for Drainage shown upon Deposited Plan Number~~

the twenty second day of January 1930

Signed in my presence by the transferror

G. M. Henry

*Transferror.**

WHO IS PERSONALLY KNOWN TO ME

Arthur Henry

J.A.

the Transferror or Trans-
feree signs by a mark, the
attestation must state "that
the instrument was read over
and explained to him, and
that he appeared fully to
understand the same."

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Geob Hunt

Whitton by one

Transferee.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

CONSENT OF MORTGAGEE.

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

Dated at this day of 19 Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

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

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

Signed at the day of 19

Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.^k

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

i This form is not appropriate in case of delegation under the Trusts Delegation Powers Act, 1915, the Execution of (War Facilities) Act, 1917.

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

k May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J.L. Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

4 Acres 3 roods 26 1/2 perches. (Rosebank Avenue) Lots 1 to 21 incl. O.P. 16580 at Spring Shire Hornsby Municipality Field of Mars County Subject to covenants & Resvg easement Thomas Joseph Dwyer Transferree.

DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol 237 Fol. 214 1321 154

the 28th day of February 1930, at minutes 11 o'clock in the fore noon.

W. H. Hayton Registrar-General.

B 941437

PROGRESS RECORD.

	Initials.	Date.
sent to Survey Branch...	W.H.	18/2/30
received from Records...	W.H.	25/2
draft written...	W.H.	26/2/30
draft examined...	W.H.	27/2
diagram prepared...		
diagram examined...		
draft forwarded...		
apt. of Engrossers...		
cancellation Clerk...		

VOL. 4381 Fol 242

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

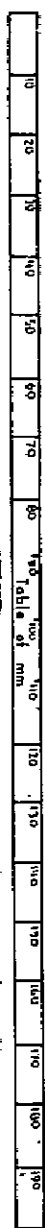
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

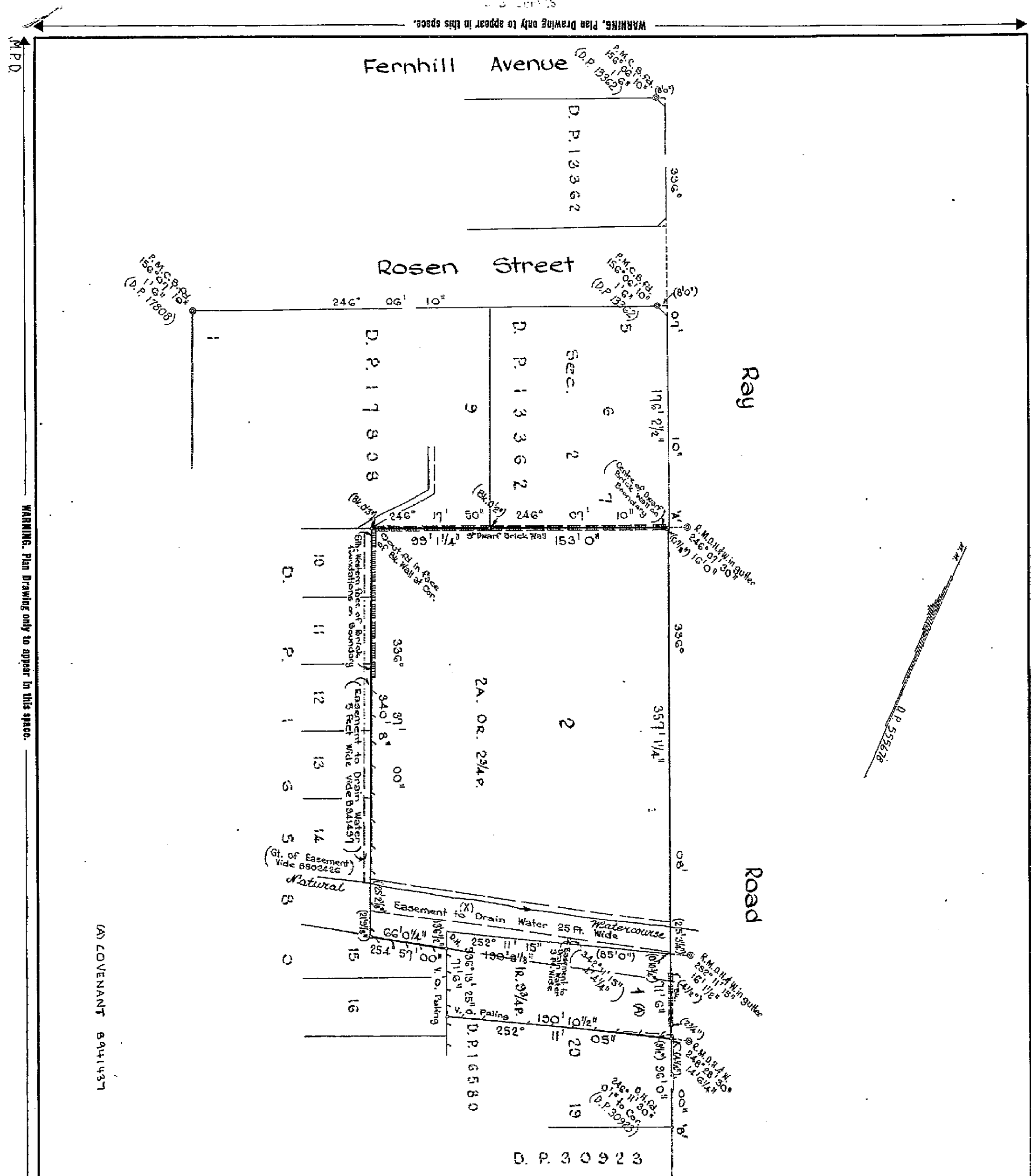
Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.



Plan Form 3--TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

D.P. 555678 * OFFICE USE ONLY.



WARNING: Plan Drawing only to appear in this space.

(A) COVENANT 8941437

AMENDMENTS OR ADDITIONS NOTED ON PLAN
IN REGISTRAR GENERAL'S OFFICE.

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 16th day of November, 1976.

Jack Hayward Watson

SIGNATURES AND SEALS ONLY.

Registered: *And 11-7-1976*
C.A. No. 7003 OF 11-12-1971
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: HORNSBY SH 9
Last Plan: D.P. 65780 & FP 324035

PLAN OF Re-subdivision of
Lot 8 in T.P. No. 884985-4
Lot 21 in D.P. 16580.

Scale: 60 feet to an inch

Shire: Hornsby
Locality: Epping
Parish: Field of Mars
County: Cumberland

This is a plan of a lot in the shire of Hornsby.

John Patrick O'Keefe
Registrar-General for New South Wales

* Instrument filed as M 84257

Council Clerk's Certificate.

I hereby certify that—
(a) the requirements of the Land Acquisition Act, 1933, (other than the requirements of section 48 of that Act), and
(b) the requirements of section 48 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, in amended, (hereinafter referred to as the "Act"), have been complied with by the applicant in relation to the proposed "new road" or "subdivision".
Subdivision No. 1003.
Date: 11-12-1971
Council Clerk: *Jack Hayward Watson*

As Mortgagee under Mortgage No. K 1469 BANK OF NEW SOUTH WALES SAVINGS BANK LTD. (INCORPORATED IN NEW SOUTH WALES) is the owner of the land described in the plan of subdivision. Signed for and on behalf of the BANK OF NEW SOUTH WALES SAVINGS BANK LTD. (INCORPORATED IN NEW SOUTH WALES) by LEANNE KINGSLEY WADDY, who is personally known to me, the undersigned, a Justice of the Peace for the County of Cumberland, on this 11th day of May, 1972.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

Y0012A11A

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
CP 555678

FEET INCHES	METRES
0 7/8	0.02
1	0.025
2	0.05
3	0.075
4	0.1
5	0.125
6	0.15
7	0.175
8	0.2
9	0.225
10	0.25
11	0.275
12	0.3
13	0.325
14	0.35
15	0.375
16	0.4
17	0.425
18	0.45
19	0.475
20	0.5
21	0.525
22	0.55
23	0.575
24	0.6
25	0.625
26	0.65
27	0.675
28	0.7
29	0.725
30	0.75
31	0.775
32	0.8
33	0.825
34	0.85
35	0.875
36	0.9
37	0.925
38	0.95
39	0.975
40	1.0
41	1.025
42	1.05
43	1.075
44	1.1
45	1.125
46	1.15
47	1.175
48	1.2
49	1.225
50	1.25
51	1.275
52	1.3
53	1.325
54	1.35
55	1.375
56	1.4
57	1.425
58	1.45
59	1.475
60	1.5
61	1.525
62	1.55
63	1.575
64	1.6
65	1.625
66	1.65
67	1.675
68	1.7
69	1.725
70	1.75
71	1.775
72	1.8
73	1.825
74	1.85
75	1.875
76	1.9
77	1.925
78	1.95
79	1.975
80	2.0
81	2.025
82	2.05
83	2.075
84	2.1
85	2.125
86	2.15
87	2.175
88	2.2
89	2.225
90	2.25
91	2.275
92	2.3
93	2.325
94	2.35
95	2.375
96	2.4
97	2.425
98	2.45
99	2.475
100	2.5
101	2.525
102	2.55
103	2.575
104	2.6
105	2.625
106	2.65
107	2.675
108	2.7
109	2.725
110	2.75
111	2.775
112	2.8
113	2.825
114	2.85
115	2.875
116	2.9
117	2.925
118	2.95
119	2.975
120	3.0
121	3.025
122	3.05
123	3.075
124	3.1
125	3.125
126	3.15
127	3.175
128	3.2
129	3.225
130	3.25
131	3.275
132	3.3
133	3.325
134	3.35
135	3.375
136	3.4
137	3.425
138	3.45
139	3.475
140	3.5
141	3.525
142	3.55
143	3.575
144	3.6
145	3.625
146	3.65
147	3.675
148	3.7
149	3.725
150	3.75
151	3.775
152	3.8
153	3.825
154	3.85
155	3.875
156	3.9
157	3.925
158	3.95
159	3.975
160	4.0
161	4.025
162	4.05
163	4.075
164	4.1
165	4.125
166	4.15
167	4.175
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176	4.4
177	4.425
178	4.45
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195	4.875
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197	4.925
198	4.95
199	4.975
200	5.0
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202	5.05
203	5.075
204	5.1
205	5.125
206	5.15
207	5.175
208	5.2
209	5.225
210	5.25
211	5.275
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215	5.375
216	5.4
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218	5.45
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307	7.675
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309	7.725
310	7.75
311	7.775
312	7.8
313	7.825
314	7.85
315	7.875
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317	7.925
318	7.95
319	7.975
320	8.0
321	8.025
322	8.05
323	8.075
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423	10.575
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425	10.625
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427	10.675
428	10.7
429	10.725
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431	10.775
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433	10.825
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435	10.875
436	10.9
437	10.925
438	10.95
439	10.975
440	11.0
441	11.025
442	11.05
443	11.075
444	11.1
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447	11.175
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475	11.875
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479	11.975
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481	12.025
482	12.05
483	12.075
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491	12.275
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495	12.375
496	12.4
497	12.425
498	12.45
499	12.475
500	12.5
501	12.525</

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919

M814257

Plan: DP555678

PART 1
Resubdivision of Lot 13 in Transfer No.
B843305 and Lot 21 in D.P. 16580
covered by Council Clerk's Certificate
No. 7003 of 14.12.1971 1972

Full name and address
of proprietors of the land.

Lily Holmes of 21 Ray Road Epping and
Emmaus Bible School Australia of 28/27
Ray Road, Epping.

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

Easement to drain water 3' wide.

2. Identity of easement
or restriction secondly
referred to in above-
mentioned plan:

Easement to drain water 25' wide.

Lot burdened

1

Lot benefited

2

Lot burdened

2

1. Terms of easement for drainage 3ft. wide firstly referred to in
above-mentioned plan.

Easement to drain water 3 ft. wide.

Name of person empowered to release vary or modify restriction firstly
referred to in above-mentioned plan.

Registered proprietor for the time being of Lot 1.

2. Terms of easement for drainage 25 ft. wide secondly referred to in
above-mentioned plan.

Easement to drain water 25 ft. wide.

Name of person empowered to release vary or modify restriction secondly
referred to in above-mentioned plan.

Council of the Shire of Hornsby.

THE COMMON SEAL of EMMAUS BIBLE
SCHOOL AUSTRALIA was hereunto affixed
by authority of the Board of Directors and
in the presence of:

SIGNED by LILY HOLMES in the
presence of:

SIGNED by LILY HOLMES in the
presence of:

L. Holmes
Hornsby Shire Council.

Council Clerk's signature

Council Clerk's signature

FOR BANK'S CONSENT PLEASE SEE OVER.

M814257

As Mortgagee under Mortgage No. K 17669 BANK OF NEW SOUTH WALES SAVINGS BANK
LIMITED hereby consents to the within Instrument.
Dated at Sydney this twenty fourth day of May, 1972.
Signed for and on behalf of
BANK OF NEW SOUTH WALES
SAVINGS BANK LIMITED
by LYALL KINGSLEY WADY
who is personally known to me:
Adrian Johnston Chief Security Officer
of Bank of New South Wales, Mortgagee.

DP555678

Instrument pursuant to Regulation 52D Conveyancing Act
Regulations, 1961, setting out the terms of easements or
restrictions as to user created by registration of the
within-mentioned Capped Plan. *DPK 14-7-1972*

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day. 27th May, 1986



AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.									
1	2	3	4	5	6	7	8	9	10

Form: 01TG
Release: 2.1
www.lpma.nsw.gov.au

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900



AF732091J

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 2/555678	Dominant Tenement An easement in gross pursuant to S88A of the Conveyancing Act 1919
--------------------------------------	--

(B) **LODGED BY**

Plan
annexure

Delivery Box 124E	Name, Address or DX and Telephone LLPN: 123820V Legalink Pty Ltd Sydney Office Level 3, 175 Castlereagh Street, Syd. PO Box A250 Sydney South NSW 121 Ph: 02 9230 6900 HEA:204585	Number if any	CODE TG
------------------------------------	--	----------------------	--------------------------

(C) **TRANSFEROR**

Citiscapc Developments (No.2) Pty Limited ACN 081 880 917
KYS Properties Pty Limited ACN 120 119 799

(D)

The transferor acknowledges receipt of the consideration of \$1. 00
and transfers and grants—

Acc. 44EB

(E) **DESCRIPTION OF EASEMENT**

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"

out of the servient tenement and appurtenant to the dominant tenement

(F)

Encumbrances (if applicable):

(G) **TRANSFeree**

ENERGYAUSTRALIA
ABN 67 505 337 385

RELODGED

22 SEP 2010

RELODGED

16 SEP 2010

DATE

9:50
TIME: on behalf

TIME: 2:02

(H) Certified correct for the purposes of the Real Property Act 1900 and executed by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below, pursuant to the authority specified
Corporation: ~~Citiscapc Developments (No.2) Pty Limited ACN 081 880 917~~
Authority: ~~127 Corporations Act 2001 KYS Properties Pty Limited ACN 120 119 799~~

Signature of authorised person:

Signature of authorised person:

Name of authorised person: ~~MARK STROM~~
Office held: ~~DIRECTOR / SECRETARY~~

Name of authorised person: ~~TONY SASSING~~
Office held: ~~SOLE DIRECTOR / SECRETARY~~

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

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

Signature of witness:

Signature of attorney:

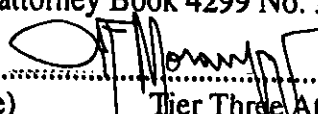
Name of witness: BRIDGET KIWNE THOMSON
Address of witness: 570 George Street
SYDNEY NSW 2000

Attorney's name: Katherine Margaret Gunton
Signing on behalf of: EnergyAustralia
Power of attorney-Book: 4528
-No.: 401

**THIS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING EASEMENT BETWEEN
CITISCAPE DEVELOPMENTS (NO. 2) PTY LIMITED AND KYS PROPERTIES PTY LIMITED AS
TRANSFEROR AND ENERGIAUSTRALIA AS TRANSFEREE
DATED:**

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES" on the plan annexed and marked 'B' on the terms and conditions as set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Certified correct for the purposes of the
Real Property Act 1900 by the BANK
SIGNED by LEONARDO MORAN 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 the attorney for the BANK
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

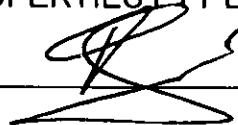
Signature of witness: Thi Thi Le
Name of witness: THI THI LE
Address of witness: 1 King Street
Concord West NSW

LEVEL 2
9 GEORGE ST
PARRAMATTA NSW 2150

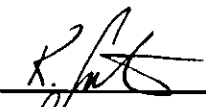

SIGNED FOR AND ON BEHALF OF
CITISCAPE DEVELOPMENTS
(NO. 2) PTY LIMITED



KYS PROPERTIES PTY LIMITED



SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA

Annexure C to TRANSFER GRANTING EASEMENT

Parties: From Citiscape Developments (No. 2) Pty Limited ACN 081 880 917 and KYS Properties Pty Limited ACN 120 119 799 to EnergyAustralia ABN 67 505 337 385

Dated: 16 September 2010

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

Signature of witness:

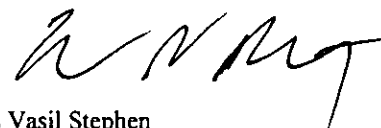


Name of witness: Deanne Ogilvie

Address of witness: Unit 14, 264-278 George St
Sydney NSW 2000

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

Signature of attorney:



Attorney's name: Elias Vasil Stephen
Signing on behalf of: Citiscape Developments (No. 2) Pty Limited ACN 081 880 917
Power of attorney Book: 4547 No: 553

HWLEBSWORTH

Film with dealing

Bartier Perry Pty Ltd
18/133 Castlereagh Street
Sydney NSW 2000
www.bartier.com.au

DX 109 Sydney
PO Box 2631
Sydney NSW 2001

Tel +61 2 8281 7800
Fax +61 2 8281 7838
ABN 30 124 690 053

**Bartier
Perry**

The Registrar General
Land & Property Management Authority
Queen's Square
SYDNEY NSW 2000

22 September 2010

Our ref SXA:101774

Dear Registrar General

**EnergyAustralia's acquisition of easement for Substation No. 35453 from
Cittscape Developments (No. 2) Pty Ltd and KYS Properties Pty Ltd at 23-27
Ray Road, Epping**

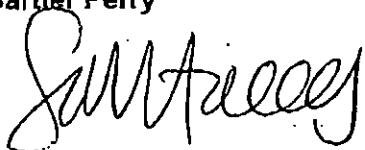
We act for EnergyAustralia and on its behalf lodged Caveat AF472777 to protect
EnergyAustralia's interest under a Deed of Agreement for Easement.

We are instructed to consent to registration of a Transfer Granting Easement between
Cittscape Developments (No. 2) Pty Limited and KYS Properties Pty Limited as Transferor
and EnergyAustralia as Transferee.

Caveat AF472777 should be removed from title on registration of the Transfer Granting
Easement.

If you require any additional information please let us know.

Yours faithfully
Bartier Perry



Seda Altunag | Lawyer
D 8281 7969 F 8281 7805
saltunag@bartier.com.au

copy to . Glenn Elmore - EnergyAustralia (2010/9266)

DP1158694 ©

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE: -

1. 'E'-RIGHT TO FIRE EGRESS 0.95 WIDE, 4.25 WIDE & VARIABLE
2. 'F'-RESTRICTION ON THE USE OF LAND
3. -POSITIVE COVENANT
4. 'G'-RESTRICTION ON THE USE OF LAND

Office Use Only

DP1158694

Registered:  8.12.2010

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
SUBDIVISION OF LOT 2 IN D.P.555678

LGA: HORNSBY

Locality: EPPING

Parish: FIELD OF MARS

County: CUMBERLAND

Survey Certificate

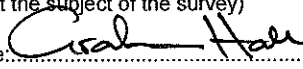
I, GRAHAM JOHN HALL

of CRAIG & RHODES PTY LTD

a surveyor registered under the Surveying & Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 & was completed on: 12th MARCH 2010

The survey relates to LOTS 1, 2 & 3

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature:  Dated: 1/11/2010

Surveyor registered under the Surveying & Spatial Information Act, 2002

Datum Line: 'X' - 'Y'

Type: Urban/Rural

Plans used in preparation of survey / compilation:

D.P. 13362
D.P. 16580
D.P. 17808
D.P. 30923
D.P. 555678
D.P. 560218
D.P. 842355
D.P. 858026
D.P. 1044882
D.P. 1053002
D.P. 1063816

Surveyor's Reference:

329-02

If space is insufficient for signature, seals and statements use
PLAN FORM 6A

Crown Lands NSW / Western Lands Office Approval

I, in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: HORNSBY SHIRE COUNCILDate of Endorsement: 17 NOVEMBER 2010

Accreditation no:

Subdivision Certificate no: SC/66/2010File no: DA/1638/2006

*Delete whichever is inapplicable.

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 3 sheet(s)

PLAN OF
SUBDIVISION OF LOT 2 IN D.P.555678

DP1158694

Registered:



8.12.2010

Subdivision Certificate No: SC/66/2010

Date of Endorsement: 17 November 2010

* OFFICE USE ONLY *

MARK H BEHAN

SOLE DIRECTOR - CITISCAPE DEVELOPMENTS (NO.2) PTY LIMITED
AND SECRETARY. REGISTERED PROPRIETOR OF LOT 2 DP555678
ACN 081 880 917

TONY SACCINE

SOLE DIRECTOR - KYS PROPERTIES PTY LTD
AND SECRETARY. REGISTERED PROPRIETOR OF LOT 2 DP 555 678
ACN ~~865 646 914~~
120 119 799

SURVEYOR'S REFERENCE: 329-02

CAD REF. 32902S1

PLAN FORM 0A

CERTIFICATES, SIGNATURES AND SEALS

Sheet 3 of 3 sheet(s)

PLAN OF
SUBDIVISION OF LOT 2 IN D.P.555678

DP1158694

Registered:



8.12.2010

Subdivision Certificate No: SC/66/2010

Date of Endorsement: 17 November 2010

Certified correct for the purposes of the
Real Property Act 1900 by the BANK
SIGNED by LEONARDO MORAN as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332

(Signature) [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 the attorney for the BANK
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

Signature of witness: [Signature]
Name of witness: THI THI LE
Address of witness: 1 King Street
Concord West NSW

LEVEL 2
9 GEORGE ST
PARRAMATTA NSW 2150.

SURVEYOR'S REFERENCE: 329-02

* OFFICE USE ONLY

CAD REF: 3290251

Instrument setting out terms of Easements or Profits à Pendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 7 Sheets

Plan: **DP1158694**

Plan of Subdivision of Lot 2
DP555678 covered by Council's
Subdivision Certificate No.
SC/66/2010 of 17 November, 2010

Full Name and address of the owner(s) of the land:

Citiscapc Developments (No. 2)
Pty Limited
150 Bettington Road
OATLANDS NSW 2117

KYS Properties Pty Limited
Suite 1, Level 3
1C Grand Avenue
ROSEHILL NSW 2142

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	'E' - Right to Fire Egress 0.95 Wide, 4.25 Wide and Variable	2	3
2.	'F' - Restriction on the Use of Land	3	Hornsby Shire Council
3.	Positive Covenant	3	Hornsby Shire Council
4.	'G' - Restriction on the Use of Land	3	Hornsby Shire Council

APPROVED BY HORNSBY SHIRE COUNCIL.....

Authorised Officer

Lengths are in Metres

Sheet 2 of 7 Sheets

Plan:

DP1158694

Plan of Subdivision of Lot 2
DP555678 covered by Council's
Subdivision Certificate No.
SC/66/2010 of 17 November, 2010

Part 2

Terms of easement, profit à pendre, restriction or positive covenant numbered 1 in the plan.


- 1.1 Subject to this easement, the *grantor* grants the right for *grantees* and *authorised users* to enter, pass and re-pass over the *easement site* for the purposes of evacuating the lot benefited in an emergency or for fire drill purposes:
- by foot;
 - with wheelchairs or other disabled access aids; and
 - without vehicles.
- 1.2 When they exercise their rights under this easement, *grantees* and *authorised users* must:
- not place or leave standing at any time, wastes, receptacles, or objects;
 - cause as little inconvenience as practicable to a *grantor* or an occupier of a lot burdened;
 - cause as little damage as is practicable to the *lots burdened* and any improvements on it.
- 1.3 The *grantor* must:
- maintain, repair and keep the easement site in a safe and structurally sound condition, including provision of adequate lighting at all times;
 - keep the easement site free of obstacles which may unreasonably affect the enjoyment of the rights granted in this easement by the *grantee* or *authorised user*.

The Name of Authority having the power to release, vary or modify the easements numbered 1 in the plan is Hornsby Shire Council.

Terms of easement, profit à pendre, restriction or positive covenant numbered 2 in the plan.

- The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land, the terms of this covenant shall bind all those registered proprietors jointly and severally.

APPROVED BY HORNSBY SHIRE COUNCIL.....



Authorised Officer

Lengths are in Metres

Sheet 3 of 7 Sheets

Plan: **DP1158694**

Plan of Subdivision of Lot 2
DP555678 covered by Council's
Subdivision Certificate No.
SC/66/2010 of 17 November, 2010

Part 2

2. The registered proprietor of the land so burdened shall, in respect of the "on-site detention system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater, hereinafter called "the system".
3.
 - a. not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the system;
 - b. except in accordance with a Council of Hornsby approved plan, not allow any building, erection or structure to be constructed, or allow to remain constructed or placed on that part of the burdened lot denoted 'F' in the abovementioned plan;
 - c. not carry out, or allow to be carried out any alterations to the system including surface levels, grates, pipes or any other material or elements thereof outside those normally required for formation, maintenance and proper function of the system.

The Name of Authority having the power to release, vary or modify the restriction numbered 2 in the plan is Hornsby Shire Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land, the terms of this covenant shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the "on-site detention system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater, including the land in the abovementioned plan denoted 'F' hereinafter called "the system".
 - a. permit stormwater to be temporarily detained by the system

APPROVED BY HORNSBY SHIRE COUNCIL.....
Authorised Officer

Lengths are in Metres

Sheet 4 of 7 Sheets

ePlan

Plan: **DP1158694**

Plan of Subdivision of Lot 2
DP555678 covered by Council's
Subdivision Certificate No.
SC/66/2010 of 17 November, 2010

Part 2

- b. keep the system clean and free from silt, rubbish, debris and the like;
- c. maintain the volume of the system to have a storage capacity of not less than **104.5** cubic metres and a maximum piped discharge rate, when full of **228** litres per second;
- d. maintain, repair and replace the system or any part thereof due to decay or damage without delay so that it functions in a safe and efficient manner;
- e. permit the Council of Hornsby or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect and undertake emergency works on the land so burdened for the compliance with the requirements of this clause;
- f. comply with the terms of any written notice issued by the Council of Hornsby in respect to the requirements of this clause within the time stated in the notice;
- g. meet any reasonable cost incurred by the Council of Hornsby in completing the work requested in writing pursuant to the above, where the registered proprietor fails to comply with any written request of the Council of Hornsby;
- h. indemnify and keep indemnified the Council of Hornsby from and against all claims, demands, actions, suits, causes of actions, sum or sums of money, compensation, damages, costs and expenses which the Council of Hornsby or any other person may suffer as a result of any malfunction or non-operation of the system or any failure of the registered proprietor to comply with the terms of this covenant.

The Name of Authority having the power to release, vary or modify the positive covenant numbered 3 in the plan is Hornsby Shire Council.

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Authorised Officer



Lengths are in Metres

Sheet 5 of 7 Sheets

Plan: **DP1158694**

Plan of Subdivision of Lot 2
DP555678 covered by Council's
Subdivision Certificate No.
SC/66/2010 of 17 November, 2010

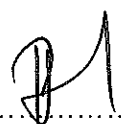
Part 2

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 4 in the plan**

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this restriction shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the lot and the "overland flow path" referred to on the abovementioned plan as 'G':-
 - a) not carry out, or allow to be carried out any change of land profile or earthworks or variation of overland flow path shape on that part of the burdened lot denoted 'G';
 - b) except in accordance with a Council of Hornsby approved plan, not allow any building, erection or structure to be constructed, or allow to remain constructed or placed on that part of the burdened lot denoted 'G';
 - c) not carry out construction of any fencing on either that part of the burdened lot denoted 'G' or on lot boundaries adjacent that part of the burdened lot denoted 'G' without the written permission of Hornsby Shire Council ;
 - d) not propose construction of any habitable or lockable building or structure on any part of the burdened lot with a finished floor level lower than any level line perpendicular to and coincident with the Flood Planning Level line represented by joining points 'R' and 'S' and referred to on the abovementioned plan being at levels 80.35 metres Australian Height Datum (AHD) and 80.38 metres AHD respectively.

**The Name of Authority having the power to release, vary or modify the
positive covenant numbered 4 in the plan is Hornsby Shire Council.**

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Authorised Officer

Lengths are in Metres

Sheet 6 of 7 Sheets

Plan:


DP1158694

Plan of Subdivision of Lot 2
DP555678 covered by Council's
Subdivision Certificate No.
SC/66/2010 of 17 November, 2010

Part 2

Executed by)
CITISCAPE DEVELOPMENTS (NO. 2))
PTY LIMITED)
ACN 081 880 917)
Registered Proprietor of Lot 2 DP 555678)
pursuant to Section 127 of the)
Corporations Act.)

.....
(Secretary)


.....
(Director) *Sole Director*
AND SECRETARY

APPROVED BY HORNSBY SHIRE COUNCIL.....



Authorised Officer

Lengths are in Metres

Sheet 7 of 7 Sheets

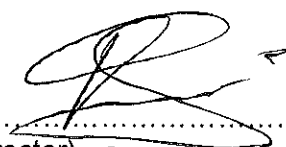
Plan: **DP1158694**


Plan of Subdivision of Lot 2
DP555678 covered by Council's
Subdivision Certificate No.
SC/66/2010 of 17 November, 2010

Part 2

Executed by)
KYS PROPERTIES PTY LIMITED)
ACN ~~865 646 914~~ 120 119 799)
Registered Proprietor of Lot 2 DP 555678)
pursuant to Section 127 of the)
Corporations Act.)

.....
(Secretary)

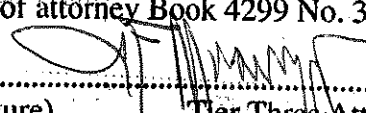

.....
(Director) SOLE DIRECTOR
AND SECRETARY.


.....
Witness


Susan T Behan
.....
(Printed Name of Witness)

150 BETTINGTON ROAD
OATLANDS NSW 2117
(Address of Witness)

Certified correct for the purposes of the
Real Property Act 1900 by the ~~.....~~ **BANK**
SIGNED by ~~EDUARDO MORAN~~ 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 the attorney for the ~~.....~~ **BANK**
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

Signature of witness: 
Name of witness: **THI THI LE**
Address of witness: **1 King Street**
Concord West NSW

LEVEL 2
9 GEORGE ST
PARRAMATTA NSW 2150

REGISTERED



8.12.2010

APPROVED BY HORNSBY SHIRE COUNCIL.....


.....
Authorised Officer

Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

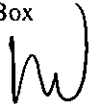
New South Wales

Strata Schemes Management Act
Real Property Act 1900




AM735913A


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

(A) TORRENS TITLE	For the common property	
	CP/SP 84623	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
		Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP84623.AH
		CODE CH

- (C) The Owners-Strata Plan No. 84623 certify that pursuant to a resolution passed on 11/4/2016 and
- (D) in accordance with the provisions of Section No. 141 & 142 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE — —
Added by-law No. NOT APPLICABLE
Amended by-law No. NOT APPLICABLE
as fully set out below:
Please refer to attached Annexure A for consolidated By Laws

- (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. 84623 was affixed on 14/9/2017 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: Ashley Hunt
Authority: Licensed Strata Manager

Signature: 
Name: Matthew Hua
Authority: Strata Assistant





WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

WHELAN PROPERTY GROUP PTY LTD

ABN: 28 116 912 488

PO BOX 75, STRAWBERRY HILLS NSW 2012

277 PYRMONT STREET, ULTIMO 2007

T: 02 9219 4111 | F: 02 9281 9915

E: strata@whelanproperty.com.au

www.whelanproperty.com.au

ANNEXURE A

The Owners – Strata Plan 84623



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STRATA MANAGEMENT SERVICES

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STRATA MANAGEMENT SERVICES

1 Definitions and Interpretations

(1) Definitions

In these By-Laws, unless the contrary intention appears:

- (a) Acacia Building means the residential apartment building named "Acacia" erected on the Land;
- (b) Act means the Strata Schemes Management Act 1996;
- (c) Authority means any authority or authorities including any government semi-government or local government, statutory, public or other authority or body;
- (d) Banksia Building means the residential apartment building named "Banksia" erected on the Land;
- (e) Building means the buildings erected on the Land;
- (f) By-Laws means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time;
- (g) Carwash Bay means the car parking area in the Building designated for washing cars (if any);
- (h) Council means Hornsby Shire Council;
- (i) Common Property means the common property comprised in the Strata Plan;
- (j) Furniture and Fittings means any personal property belonging to the Owners Corporation that is to be used in connection with the Building;
- (k) Government Authority means any government semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity;
- (l) Land means the land which is the subject of the Strata Plan being the land known as part 23 Ray Road, Epping NSW;
- (m) Large Delivery Vehicles means a vehicle with a height of more than 2.6 metres and/or a length of more than 6.0 metres;
- (n) Lot means a Lot in the Strata Plan;
- (o) Manager means the manager of the Strata Scheme appointed by the Owners Corporation from time to time;
- (p) Occupier means any lessee, sub lessee, licensee, sub licensee, Occupier or mortgagee in possession of a Lot in the Strata Plan;
- (q) Original Owner has the same meaning as in the Act;
- (r) Owner means the Owner for the time being of any Lot in the Strata Plan;





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STRATA MANAGEMENT SERVICES

- (s) Owners Corporation means the Owners Corporation constituted upon registration of the Strata Plan;
- (t) Parking Fee means a fee of AUD 110 per 24 hour period;
- (u) Strata Plan means Strata Plan No. 84623;
- (v) Visitor means a bona fide guest or invitee of an Owner or Occupier; and
- (w) Visitor Parking Area means any basement area of the Common Property designated for parking by Visitors and not comprising part of a Lot, but does not include the Carwash Bay.

(2) Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of the By-Laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

2 Compliance and Rules

(1) Obligations of Owners and Occupiers

Each Owner or Occupier must at their own expense:

- (a) comply with these By-Laws;
- (b) take all reasonable steps to ensure that invitees of the Owner or Occupier comply with the By-Laws. If an invitee does not comply with the By-laws, the Owner or Occupier must take all reasonable steps to ensure that the invitee immediately leaves the Building;





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- (c) comply with all laws and the requirements of any Authority relating to the use of their Lot and the Common Property; and
- (d) comply with all easements, covenants or rights of way affecting their Lot or the Common Property.

(2) Owners Corporation to make "house rules"

The Owners Corporation may from time to time make rules (or add to or change those rules) about the security, control, management, use and enjoyment of the Common Property and each Owner and Occupier must comply with those rules at their own expense.

(3) Obligations of Owners where Lot subject to a lease or licence

An Owner of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitee of that lessee or licensee comply with these By-Laws.

(4) Failure to comply with By-Laws by Owner

If an Owner of a Lot fails to comply with any obligation imposed on them in any by-law, the Owners Corporation can serve a notice requiring compliance within 7 days of service of the notice. If an Owner fails to comply with such notice, the Owners Corporation its servants or agents can carry out any work necessary to comply with the By-Law and recover the costs as a debt from the Owner.

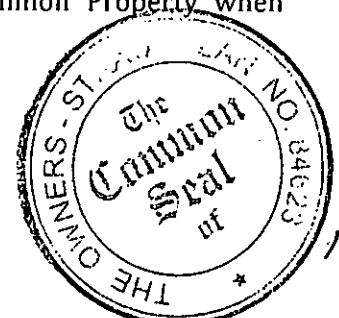
3 Noise

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

4 Vehicles

An owner or occupier of a lot must not

- (a) park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.
- (b) drive a vehicle into the basement area of the Common Property other than a domestic motor car and must not obstruct access to and from the loading bay in the basement area of the Common Property when loading or unloading vehicles; or





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- (c) use the loading bay located in the Common Property drive way at the entrance to the property for any other purpose than removals and deliveries by Large Delivery Vehicles.

5 Obstruction of common property

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

6 Damage to lawns and plants on common property

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

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

7 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and





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

8 Behaviour of owners and occupiers

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

9 Children playing on common property in building

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

10 Behaviour of invitees

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

11 Depositing rubbish and other material on common property

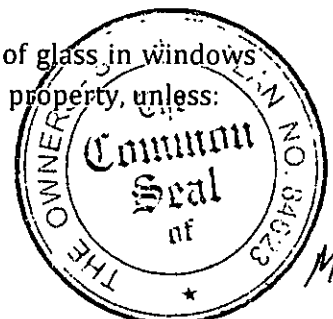
An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

12 Drying of laundry items

- (1) An Owner or Occupier of a Lot may hang washing on the balcony of that Lot provided that the washing is not hung in such a way as to be visible from street level anywhere along Ray Road, Epping NSW 2121.
- (2) Despite clause (1), an Owner or Occupier of a Lot must not hang washing over the railing of the balcony of that Lot.
- (3) In this By-law 12, washing includes any clothing, towel, bedding or other article of a similar type.

13 Cleaning windows and doors

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





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- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

14 Storage of inflammable liquids and other substances and materials

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

15 Moving furniture and other objects on or through common property

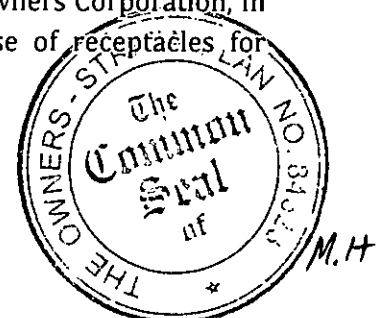
- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

16 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

17 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and





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- (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An Owner or Occupier must not put in a garbage chute:
 - (a) bottles or glass;
 - (b) liquids;
 - (c) items that weigh more than 3.0 kilograms; or
 - (d) without limitation, any boxes or other items likely to block the garbage chute.
- (4) An Owner or Occupier must:
 - (a) not leave large garbage items on Common Property other than in the receptacles referred to in clauses (1) and (2); and



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- (b) no more than three (3) days prior to collection of large garbage items by Council, place any large garbage items by the kerb alongside Ray Road Epping NSW 2121 in accordance with Council requirements and any instructions of the Owners Corporation.

18 Keeping of animals

- (1) Subject to section 49 (4) of the Act, an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal on their Lot or the Common Property except:
 - (a) a small caged bird; or
 - (b) fish in a secure aquarium.
- (2) The Owners Corporation must not unreasonably withhold its approval to the keeping of an animal under clause (1).
- (3) If an Owner or Occupier has obtained written approval of the Owners Corporation to keep an animal on their Lot or on Common Property under this By-law 18, then the Owner or Occupier:
 - (a) must ensure that the animal is at all times kept under control and supervision;
 - (b) when the animal is on Common Property, must:
 - (i) carry or keep the animal appropriately tethered and under control;
 - (ii) not allow that animal to urinate or defecate;
 - (c) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:
 - (i) any noise caused by the animal which reasonably interferes with their peaceful enjoyment; and
 - (ii) damage to or loss of property or injury to any person caused by the animal;
 - (d) must remove the animal from their Lot and Common Property if the approval made by the Owners Corporation under clause (1) is withdrawn.
- (4) Owners Corporation retains power to rescind approval granted in clause (1) and to order the removal of an animal:
 - (a) Any approval made by the Owners Corporation concerning the keeping of an animal under clause (1) may be withdrawn where the Owners Corporation reasonably considers the continued keeping of any such animal may interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common





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Property, or where the Owner or Occupier otherwise does not comply with this By-Law 18.

- (b) The Owners Corporation may, acting reasonably, require an Owner or Occupier to remove an animal (whether or not approved under this By-law 18) from their Lot and Common Property where the Owner or Occupier is not complying with this By-Law 18. The Owner or Occupier must promptly remove the animal if so required by the Owners Corporation.

- (5) This By-law 18 does not prevent the keeping of a dog used as a guide or hearing dog

19 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 12.

20 Change in use of lot to be notified

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

21 Provision of amenities or services

- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the Owners Corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

22 Car Parking

Each Owner or Occupier must:





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- (a) ensure that the security garage door for the parking area is kept closed and locked at all times, except for ingress and egress;
- (b) ensure that their car parking space is kept neat and tidy and free from any dirt, rubbish and oil deposits;
- (c) not use any part of the parking area for any purpose other than the parking of motor vehicles in designated spaces; or
- (d) use the Carwash Bay except for washing of motor vehicles or motor bicycles and remove the motor vehicle from the Carwash Bay immediately after washing the motor vehicle.

23 Feeding of Birds

An Owner or Occupier of any Lot must not feed or in any way attempt to attract pigeons or any other bird to or near any balcony to a Lot or any other part of a Lot or the Common Property.

24 Strata Manager

(1) Appointment of a Strata Manager

The Owners Corporation may from time to time appoint a Strata manager to undertake management services for the Owners Corporation in accordance with the Act and otherwise on terms and conditions approved by the Owners Corporation.

(2) Issuance of notices and enforcement of By-Laws by the Strata Manager

The Strata Manager may be empowered by the Owners Corporation to give notices under and to enforce these By-Laws on behalf of the Owners Corporation.

(3) Notices issued by the Strata Manager to be complied with by Owners and Occupiers

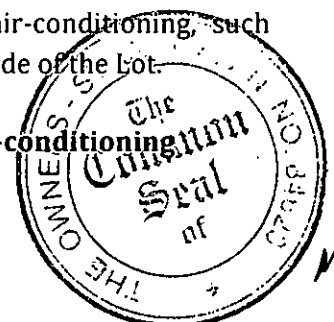
Notices given by the Strata Manager on behalf of the Owners Corporation under these By-Laws must be complied with by each Owner and Occupier as if the notice had been given by the Owners Corporation.

25 Air-conditioning Plant

(1) Installation of additional air-conditioning

If the Owner or Occupier elects to install additional air-conditioning, such additional air-conditioning cannot be visible from the outside of the Lot.

(2) Maintenance, repair and replacement of additional air-conditioning





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If the Owner or Occupier installs additional air-conditioning it must maintain, repair and replace at their cost the additional air-conditioning system servicing their Lot.

26 Contributions

(1) Amenities provided to the Acacia Building and Banksia Building

The Owners and Occupiers of Lots within the Acacia Building and Banksia Building each have in their respective buildings the benefit of the following amenities and services:

- (a) lift services; and
- (b) garbage chute and compaction system,

(Amenities).

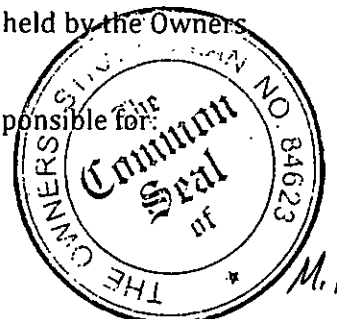
(2) Allocation of costs of Amenities

The Owners of the Lots within the Acacia Building will be responsible for all of the costs and expenses associated with the repair, maintenance, operation and replacement of the Amenities provided for the Acacia Building and the Owners of the Lots within the Banksia Building will be responsible for all of the costs and expenses associated with the repair, maintenance, operation and replacement of the Amenities provided for the Banksia Building.

27 Special By-Law 1 (Responsibility of items within the strata scheme)

(1) Purpose and application of this Special By-Law 1

- (a) This Special By-law has been prepared having regard to the NSW Land and Property Information memorandum AG600000 dated November 2011 which seeks to assist in determining whether a particular item in a strata scheme is common property, and therefore the responsibility of the Owners Corporation to repair and maintain.
- (b) The purpose of this Special By-law is to provide that pursuant to the Act, an Owner, and not the Owners Corporation, will be responsible for the repair and maintenance of any:
 - (i) fixture or fitting contained within their Lot; or
 - (ii) appliance that solely services their Lot.
- (c) Any item specified in this Special By-law that is afforded cover for damage due to an insurable by the insurance policy held by the Owners Corporation will still be protected by that insurance.
- (d) The Owners Corporation will, at all times, still be responsible for:





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- (i) the structural elements, integrity and general safety of the Building.
- (ii) any waterproofing, except where an Owner has undertaken building work on a Lot.
- (e) Nothing in this Special By-Law 1:
 - (i) confers any rights upon an Owner to install any item listed in this Special By-law 1 as a fixture or fitting of a Lot;
 - (ii) restricts the authority of the Owners Corporation, if it so decides, to carry out the repair, maintenance or replacement of any Common Property identified in clause (3); or
 - (iii) affects the operation of Special By-law 6 and Special By-law 7.

(2) Definitions used in this Special By-law

In this Special By-law, unless the contrary intention appears:

- (a) Internal Area means any area within the envelope of a Lot; and
- (b) Internal Pipe Work and Wiring means any service lines, pipes, conduits or wiring that only services one Lot, whether located on Common Property or in an internal wall.

(3) Absolution of maintenance – Lot fixtures and fittings

In accordance with the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are located within an Owner's Lot within the strata scheme:

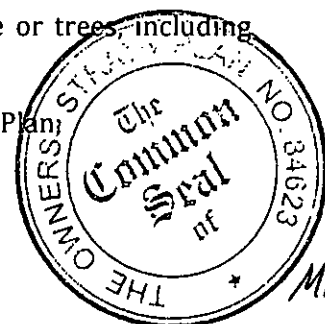
- (a) All decorative finishes within a Lot, including but not limited to:
 - (i) all cornices;
 - (ii) all skirting boards;
 - (iii) all architraves and internal door jams;
 - (iv) wall and floor tiles wherever located, including within the kitchen, bathrooms and laundry;
 - (v) false ceilings;
 - (vi) mezzanines, stairs and handrails;
 - (vii) all paintwork and wallpaper;
 - (viii) the cleaning of mould throughout the Lot where reasonably caused by the environment;
- (b) All bathroom, ensuite and laundry fixtures and fittings, including but not limited to:





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- (i) all taps and internal pipe work;
 - (ii) shower screens;
 - (iii) bathtub, including internal floor waste and drainage pipes;
 - (iv) sinks and hand basins including internal drainage pipes;
 - (v) cabinets and mirrors;
 - (vi) toilet pan, including cistern and internal waste pipes;
 - (vii) all lights, light fittings and exhaust fans that only service one Lot, wherever located;
- (c) All kitchen fixtures and fittings, including but not limited to:
 - (i) all taps and internal pipe work;
 - (ii) all internal waste and drainage pipes, including any connection to the common stack;
 - (iii) bench tops;
 - (iv) sinks and insinkers;
 - (v) ovens, stoves and cook tops;
 - (vi) all lights, light fittings, exhaust fans and range hoods that only service the Lot, wherever located, including ducting and external ventilation points;
- (d) All floor coverings within a Lot, including but not limited to;
 - (i) all carpet within the Lot;
 - (ii) all floor tiles, wherever located,;
 - (iii) all floor boards, whether floating or fixed;
 - (iv) all parquetry, linoleum, vinyl and cork tiles, wherever located;
- (e) All balcony and terrace fixtures and fittings, including but not limited to:
 - (i) all tile, pavers and decking;
 - (ii) all stairs and handrails within the balcony or terrace area;
 - (iii) all awnings, pergolas, privacy screens or louvers, whether originally or installed by the Owner of a Lot subsequent to the registration of the Strata Plan;
 - (iv) all plants and grassed areas within the balcony or terrace;
 - (v) the pruning, trimming or removal of a tree or trees, including damage caused by roots;
 - (vi) fences that divide two Lots within the Strata Plan;



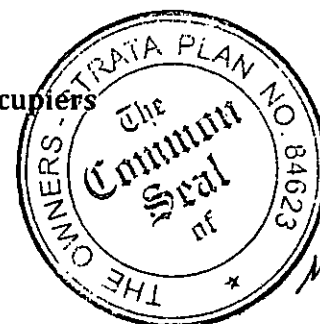


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- (vii) all lights, switches, light fittings and wiring within the balcony or terrace of the Lot;
- (f) All electrical fittings and appliances solely servicing a Lot, including but not limited to:
 - (i) all lights and light fittings, including switches that service only one Lot, including down lights and transformers that may be recessed in the ceiling;
 - (ii) all electrical sockets and wall plates;
 - (iii) electrical main and sub-main that solely services a Lot, including fuses wherever located;
 - (iv) smoke detectors that solely service a Lot;
 - (v) individual garage door motors;
 - (vi) telephone, television, cable television and internal wall plates and cabling that solely services a Lot, wherever located;
 - (vii) split system and ducted air-conditioning systems, including condenser units and all associated equipment wherever located that solely service a Lot;
 - (viii) ceiling fans;
 - (ix) electrical or gas hot water heaters and all associated equipment that solely service a Lot, wherever located;
 - (x) any general appliance, such as a dishwasher, microwave oven, clothes dryer or other appliance that solely services a Lot; and
- (g) In respect to the front door, balcony door, windows and garage areas of a Lot;
 - (i) all flyscreens and security screens or doors fitted to the windows, doors and balcony doors of the Lot, whether installed originally or subsequently by the Owner of the Lot;
 - (ii) automatic door closers;
 - (iii) any locking device or door furniture installed on the front door, back door, balcony door or windows of the Lot, whether installed originally or subsequently by the Owner or the Lot; and
 - (iv) supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors within the Strata Plan.

28 Special By-Law 2 (Visitor Parking)

(1) Restriction on use of Visitor Parking by Owners and Occupiers





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An Owner or Occupier must not park or stand, or allow to park or stand, any motor or other vehicle in the Visitor Parking Area except with the written approval of the Owners Corporation.

(2) Approval of Owners Corporation to not be unreasonably withheld

The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle in the Visitor Parking Area under clause (1).

(3) Maximum Visitor parking time of 12 hours

Notwithstanding clause (2), a Visitor may park a motor vehicle in the Visitor Parking Area for a period of not more than 12 hours at any one time.

(4) Approval to be sought in writing for Visitor to exceed parking time

An Owner or Occupier may apply to the Owners Corporation to request approval in writing that any Visitor be allowed to exceed the 12 hour period referred to in clause (3).

(5) Decision of Owners Corporation to allow/disallow parking to be absolute

Any determination or approval made by the Owners Corporation concerning the parking of any motor or other vehicle in the Visitor Parking Area is at the absolute discretion of the Owners Corporation and may incur a Parking Fee.

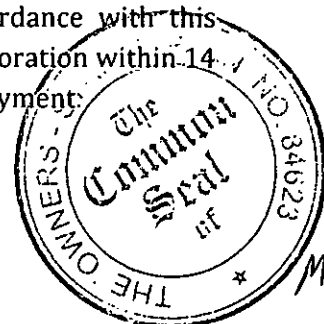
(6) Consequence of non-compliance with this By-Law

Where:

- (a)** an Owner or Occupier parks or stands a motor or other vehicle in the Visitor Parking Area without the written approval of the Owners Corporation; or
- (b)** the Visitor of an Owner or Occupier parks a motor vehicle in the Visitor Parking Area in excess of the 12 hour period referred to in clause (3) without the prior written approval of the Owners Corporation, the relevant Owner or Occupier will be deemed to have accepted to pay the Parking Fee to the Owners Corporation.

(7) Recovery of Parking Fee by the Owners Corporation

Any payment required by the Owners Corporation in accordance with this Special By-law 2 becomes due and payable to the Owners Corporation within 14 days of a decision of the Owners Corporation to require that payment.





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29 Special By-Law 3 (No Smoking on Common Property)

An Owner or Occupier must not smoke cigarettes or cigars, or discard of cigarettes or cigar butts, on any part of the Common Property.

30 Special By-Law 4 (Reimbursement of Owners Corporation)

(1) Recovery of costs to repair Common Property and Furniture and Fittings

If any part of the Common Property, or Furniture and Fittings, is damaged by the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation may, subject to the Act, recover from the Owner or Occupier, as applicable, as a debt due and payable to the Owners Corporation, the costs reasonably incurred by the Owners Corporation in rectifying the damage.

(2) Recovery of charges or costs incurred by the Owners Corporation

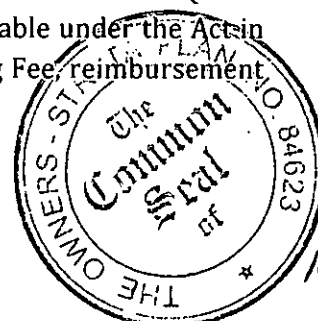
If as a result of the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, any:

- (a)** emergency service agency (such as the fire brigade);
- (b)** service provider (such as the Building Manager or a cleaner); or
- (c)** Council, imposes a charge on the Owners Corporation, or the Owners Corporation incurs any costs incurred as a result, the Owners Corporation may recover the amount of that charge or those costs, as applicable from the relevant Owner or Occupier as a debt due and payable to the Owners Corporation. The recovery by the Owners Corporation under this clause (2) includes, but is not limited to, recovery of charges and costs incurred as a result of a breach of the By-laws.

31 Special By-Law 5 (Interest)

(1) Interest payable on amounts owing to the Owners Corporation

If a Parking Fee, a cost or charge described in Special By-law 4, or other amount owing to the Owners Corporation is not paid or reimbursed in full to the Owners Corporation within one month after the date on which notice of that Parking Fee, reimbursement or other amount has been given to the relevant Owner or Occupier, the Owner or Occupier, as applicable will be liable for and must pay interest on the applicable Parking Fee, reimbursement or other amount (or so much of them that remain unpaid) at the interest rate payable under the Act in relation to unpaid contributions, until the relevant Parking Fee, reimbursement or other amount is paid in full to the Owners Corporation.





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(2) Unpaid Parking Fee, reimbursements and other amounts to be referenced on notices

If a Parking Fee, a cost or charge described in Special by-law 4, or other amount remains unpaid by an Owner or Occupier, the Owners Corporation may include reference to that debt on any notice or certificate issued in respect of the Lot under section 109 of the Act.

32 Special By-Law 6 (Building Work)

(1) Building Work

The Owners Corporation permits an Owner carrying out building work in its Lot and on so much of Common Property, the use of which is reasonably necessary for the carrying out of the building work (such as the installation of a toilet, a basin, a bathroom, a kitchen and other items forming part of the general fit-out of a Lot, including adding or connecting to existing services in Common Property) (Affected Common Property), on the following conditions:

- (a)** the Owner must satisfy the Owners Corporation that the building work complies with any applicable building code or law;
- (b)** the Owner must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the building work contemplated by this Special by-law 6 and the use of the result of the building work;
- (c)** neither the carrying out of the building work nor the use of the result of the building work:
 - (i)** damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (ii)** damages or interferes with any Common Property that is a part of a wall or any other boundary between Lots;
 - (iii)** damages or interferes with any waterproofing or other membrane whether Common Property or otherwise;
 - (iv)** detrimentally affects the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; or
 - (v)** voids any warranties that the Owners Corporation or another Owner or Occupier is entitled to;
- (d)** if any exhaust system is to be installed, including a kitchen or toilet fan and exhaust, its size and type must be certified as appropriate by an appropriately qualified mechanical consultant;





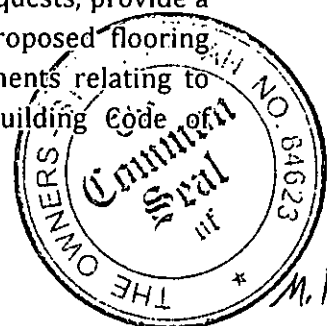
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- (e) if any additional service, or a connection to an existing service on Common Property, is installed as part of such building work, then such service must, if possible, be separately metered. If separate metering is not possible, the Owner must when so requested promptly pay to the Owners Corporation an amount representing the Owners Corporation's reasonable estimate of the cost of using such service;
- (f) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Affected Common Property, except for anything added to Common Property; and
- (g) the Owner must obtain, where required by law, the written consent or written approval of Council and any government or other authority.

(2) Obligation of Owners

An Owner desiring to carry out building work on a Lot must:

- (a) before doing any building work:
 - (i) give a minimum 30 days' notice (in writing) to the Owners Corporation;
 - (ii) ascertain from the Building Manager, or if there is no Building Manager, the Strata Manager, where service lines, pipes and conduits are located;
 - (iii) arrange with the Building Manager, or if there is no Building Manager, the Strata Manager, suitable times and means by which access to the Building may be obtained;
 - (iv) if the Owners Corporation so requests, provide a bond or payment in a reasonable amount to the Owners Corporation as security for the rectification costs for any damage caused to Common Property or any other Lot as a result of the building work;
 - (v) if the Owners Corporation so requests, provide a certificate from a structural engineer or services engineer or both that the proposed work will not have any adverse effect on Common Property or any Lot;
 - (vi) if it is intended that any floor covering be removed, replaced or installed in the Lot (other than the installation of carpet and underlay), and if the Owners Corporation so requests, provide a report from an acoustic engineer that the proposed flooring finish will comply with any relevant requirements relating to sound transmission and insulation in the Building Code of Australia and any other applicable code or law;





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- (vii) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the building work to be carried out;
 - (viii) provide to the Owners Corporation copies of all written consents or written approvals from Council and any other relevant government or other authority required by law to be obtained by the Owner;
- (b) comply with the reasonable requirements provided by the Building Manager, or if there is no Building Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;
- (c) ensure that the building works are carried out in a proper and workmanlike manner by appropriately qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;
- (d) ensure that contractors and any persons involved in doing the building work comply with the reasonable requirements provided by the Building Manager, or if there is no Building Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;
- (e) not damage Common Property (including service lines, pipes or conduits or interfere with, or interrupt them or any of them), Furniture and Fittings or the property of another Owner or Occupier;
- (f) do the building work properly and to the reasonable satisfaction of any relevant government or other authority and, in respect of any Affected Common Property, to the reasonable satisfaction of the Owners Corporation;
- (g) comply with the conditions of consent or approval of Council and any other relevant government or other authority;
- (h) repair any damage caused to Common Property, Furniture and Fittings, or the property of another Owner or Occupier;
- (i) cause as little disturbance as reasonably practicable to the Owners and Occupiers of other Lots;
- (j) at the completion of the building work, if the Owners Corporation so requests, provide, within 14 days of such a request, a certificate from an appropriately qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:





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- (i) damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;
 - (ii) damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any other boundary between Lots;
 - (iii) damaged or interfered with, or will damage or interfere with, any waterproofing or other membrane whether Common Property or otherwise; and
 - (iv) detrimentally affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; and
- (k) at the completion of the building works, if those works involved the removal, replacement or installation in the Lot of any floor covering (other than the installation of carpet and underlay) and if the Owners Corporation so requests, provide, within 14 days of such a request, a report from an acoustic engineer that the relevant flooring finish complies with any relevant requirements relating to sound transmission and insulation in the Building Code of Australia and any other applicable code or law.

(3) Time of building work to be prescribed

The Owners Corporation may, for the purposes of this Special by-law 6 at any time prescribe the days and hours of the day during which access to the Building may be obtained for the carrying out of building work.

(4) Application of any bond or payment received

The Owners Corporation may apply the bond or payment received under Special by-law 6.2(a)(iv) towards the rectification costs for any damage caused as a result of the building work by the Owner if the Owner has failed to carry out such rectification within a reasonable time.

33 Special By-Law 7 (Carrying Out Minor Work on Common Property)

(1) Minor alterations on Common Property

An Owner or an Occupier (with the Owner's prior consent), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, put nails or screws into walls, or install window blinds or shutters) which has no material adverse effect on Common Property and which complies with By-law 19.





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(2) Structural Walls

An Owner must not remove or alter any structural wall, except with the prior written consent of the Owners Corporation.

34 Special By-Law 8 (Advertising and Selling and Leasing Activities)

An Owner or Occupier must not, except with the prior consent of the Owners Corporation, erect, display or exhibit any sign, placard, banner, notice or other marketing

35 Special By-Law 9 (Service of Notices and Documents by Email)

A notice or document may be served by the Owners Corporation on an Owner or Occupier by email if:

- (a) the Owner or Occupier has given the Owners Corporation an email address for the service of documents;
- (b) the notice or document is sent by email to that email address by the Owners Corporation, the Manager or the Building Manager; and
- (c) the sender's computer or other electronic equipment:
 - (i) reports that the email has been sent; and
 - (ii) does not report receipt of a failure notice.

36 Special By-Law 10 (Receipt of Electronic Proxy Forms)

(1) Preamble

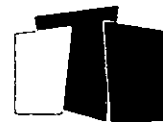
- (a) This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.
- (b) The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

Grant of Right

- (c) In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

This by-law to prevail





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- (d) If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

(2) Definitions and Interpretation

- (a) In this by-law, unless the context otherwise requires or permits:
 - (i) Act means the Strata Schemes Management Act 1996.
 - (ii) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
 - (iii) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
 - (iv) Lot means any lot in strata plan no. 84623.
 - (v) Owner means the owner from time to time of the Lot.
 - (vi) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 84623.
 - (vii) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
 - (viii) Strata Scheme means the strata scheme relating to Strata Plan no. 84623.

(b) Interpretation

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

- (i) the singular includes plural and vice versa;
 - (ii) any gender includes the other genders;
 - (iii) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (iv) references to legislation include references to amending and replacing legislation.
- (c) Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

(3) Conditions





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- (a) An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:
 - (i) provides the Owners Corporation with an email address;
 - (ii) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
 - (iii) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.
- (b) For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3(a) of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.
- (c) If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:
 - (i) The communication is received in accordance with the notice period under the Act;
 - (ii) The communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
 - (iii) It contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3(a) of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.
- (d) The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 84623 was affixed on ^ 11 September 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Ashley Hunt Authority: STRATA MANAGING AGENT

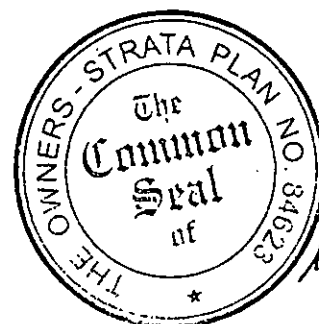
Signature:  Name: Matthew Hua Authority: Strata Assistant

^ Insert appropriate date

* Strike through if inapplicable.

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

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



Lodger Details

Lodger Code	506637C
Name	W M LAWYERS PTY LIMITED WM LAWYERS
Address	SE 505, 67 CASTLEREAGH ST SYDNEY 2000
Lodger Box	1W
Email	WILLIAM@WMLAWYERS.COM.AU
Reference	WHELAN/SP84623

Land Registry Document Identification

AR342637

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP84623	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP84623
Other legal entity

Meeting Date

15/04/2021

Added by-law No.

Details Not Applicable

Repealed by-law No.

Details Not Applicable

Amended by-law No.

Details Special By-Law 1

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP84623
Signer Name	WILLIAM ANTHONY MUSGRAVE
Signer Organisation	W M LAWYERS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	17/08/2021

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

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

(A) **TORRENS TITLE**

For the common property

CP/SP 84623

(B) **LODGED BY**

Document
Collection
Box

Name

Company Whelan Property Group

Address PO BOX 75
STRAWBERRY HILLS NSW 2012

E-mail grace@whelanproperty.com.au Contact Number (02) 9219 4111

Customer Account Number

Reference SBL 1 84623

CODE

CH

- (C) The Owner-Strata Plan No. 84623 certify that a special resolution was passed on 15/4/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. NOT APPLICABLE
- Amended by-law No. Special By-Law 1
- as fully set out below :
- Please refer to attached Consolidated By-Laws
- Please see page 15 for amended Special By-Law 1.

- (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. 84623 was affixed on 20/5/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Matthew Hua

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____





WHELAN PROPERTY GROUP PTY LTD

ABN: 28 116 912 488

PO BOX 75, STRAWBERRY HILLS NSW 2012

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CONSOLIDATED BY-LAWS

The Owners – Strata Plan 84623





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1 Definitions and Interpretations

(1) Definitions

In these By-Laws, unless the contrary intention appears:

- (a)** Acacia Building means the residential apartment building named “Acacia” erected on the Land;
- (b)** Act means the Strata Schemes Management Act 1996;
- (c)** Authority means any authority or authorities including any government semi-government or local government, statutory, public or other authority or body;
- (d)** Banksia Building means the residential apartment building named “Banksia” erected on the Land;
- (e)** Building means the buildings erected on the Land;
- (f)** By-Laws means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time;
- (g)** Carwash Bay means the car parking area in the Building designated for washing cars (if any);
- (h)** Council means Hornsby Shire Council;
- (i)** Common Property means the common property comprised in the Strata Plan;
- (j)** Furniture and Fittings means any personal property belonging to the Owners Corporation that is to be used in connection with the Building;
- (k)** Government Authority means any government semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity;
- (l)** Land means the land which is the subject of the Strata Plan being the land known as part 23 Ray Road, Epping NSW;
- (m)** Large Delivery Vehicles means a vehicle with a height of more than 2.6 metres and/or a length of more than 6.0 metres;
- (n)** Lot means a Lot in the Strata Plan;
- (o)** Manager means the manager of the Strata Scheme appointed by the Owners Corporation from time to time;
- (p)** Occupier means any lessee, sub lessee, licensee, sub licensee, Occupier or mortgagee in possession of a Lot in the Strata Plan;
- (q)** Original Owner has the same meaning as in the Act;
- (r)** Owner means the Owner for the time being of any Lot in the Strata Plan;



- (s) Owners Corporation means the Owners Corporation constituted upon registration of the Strata Plan;
- (t) Parking Fee means a fee of AUD 110 per 24 hour period;
- (u) Strata Plan means Strata Plan No. 84623;
- (v) Visitor means a bona fide guest or invitee of an Owner or Occupier; and
- (w) Visitor Parking Area means any basement area of the Common Property designated for parking by Visitors and not comprising part of a Lot, but does not include the Carwash Bay.

(2) Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of the By-Laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

2 Compliance and Rules

(1) Obligations of Owners and Occupiers

Each Owner or Occupier must at their own expense:

- (a) comply with these By-Laws;
- (b) take all reasonable steps to ensure that invitees of the Owner or Occupier comply with the By-Laws. If an invitee does not comply with the By-laws, the Owner or Occupier must take all reasonable steps to ensure that the invitee immediately leaves the Building;



- (c) comply with all laws and the requirements of any Authority relating to the use of their Lot and the Common Property; and
- (d) comply with all easements, covenants or rights of way affecting their Lot or the Common Property.

(2) Owners Corporation to make “house rules”

The Owners Corporation may from time to time make rules (or add to or change those rules) about the security, control, management, use and enjoyment of the Common Property and each Owner and Occupier must comply with those rules at their own expense.

(3) Obligations of Owners where Lot subject to a lease or licence

An Owner of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitee of that lessee or licensee comply with these By-Laws.

(4) Failure to comply with By-Laws by Owner

If an Owner of a Lot fails to comply with any obligation imposed on them in any by-law, the Owners Corporation can serve a notice requiring compliance within 7 days of service of the notice. If an Owner fails to comply with such notice, the Owners Corporation its servants or agents can carry out any work necessary to comply with the By-Law and recover the costs as a debt from the Owner.

3 Noise

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

4 Vehicles

An owner or occupier of a lot must not

- (a) park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.
- (b) drive a vehicle into the basement area of the Common Property other than a domestic motor car and must not obstruct access to and from the loading bay in the basement area of the Common Property when loading or unloading vehicles; or



- (c) use the loading bay located in the Common Property drive way at the entrance to the property for any other purpose than removals and deliveries by Large Delivery Vehicles.

5 Obstruction of common property

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

6 Damage to lawns and plants on common property

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

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

7 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and



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

8 Behaviour of owners and occupiers

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

9 Children playing on common property in building

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

10 Behaviour of invitees

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

11 Depositing rubbish and other material on common property

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

12 Drying of laundry items

- (1) An Owner or Occupier of a Lot may hang washing on the balcony of that Lot provided that the washing is not hung in such a way as to be visible from street level anywhere along Ray Road, Epping NSW 2121.
- (2) Despite clause (1), an Owner or Occupier of a Lot must not hang washing over the railing of the balcony of that Lot.
- (3) In this By-law 12, washing includes any clothing, towel, bedding or other article of a similar type.



13 Cleaning windows and doors

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

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

14 Storage of inflammable liquids and other substances and materials

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

15 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

16 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.



17 Garbage disposal

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



- (b) liquids;
 - (c) items that weigh more than 3.0 kilograms; or
 - (d) without limitation, any boxes or other items likely to block the garbage chute.
- (4) An Owner or Occupier must:
 - (a) not leave large garbage items on Common Property other than in the receptacles referred to in clauses (1) and (2); and
 - (b) no more than three (3) days prior to collection of large garbage items by Council, place any large garbage items by the kerb alongside Ray Road Epping NSW 2121 in accordance with Council requirements and any instructions of the Owners Corporation.

18 Keeping of animals

- (1) Subject to section 49 (4) of the Act, an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal on their Lot or the Common Property except:
 - (a) a small caged bird; or
 - (b) fish in a secure aquarium.
- (2) The Owners Corporation must not unreasonably withhold its approval to the keeping of an animal under clause (1).
- (3) If an Owner or Occupier has obtained written approval of the Owners Corporation to keep an animal on their Lot or on Common Property under this By-law 18, then the Owner or Occupier:
 - (a) must ensure that the animal is at all times kept under control and supervision;
 - (b) when the animal is on Common Property, must:
 - (i) carry or keep the animal appropriately tethered and under control;
 - (ii) not allow that animal to urinate or defecate;
 - (c) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:
 - (i) any noise caused by the animal which reasonably interferes with their peaceful enjoyment; and
 - (ii) damage to or loss of property or injury to any person caused by the animal;
 - (d) must remove the animal from their Lot and Common Property if the approval made by the Owners Corporation under clause (1) is withdrawn.



- (4)** Owners Corporation retains power to rescind approval granted in clause (1) and to order the removal of an animal:
- (a)** Any approval made by the Owners Corporation concerning the keeping of an animal under clause (1) may be withdrawn where the Owners Corporation reasonably considers the continued keeping of any such animal may interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property, or where the Owner or Occupier otherwise does not comply with this By-Law 18.
 - (b)** The Owners Corporation may, acting reasonably, require an Owner or Occupier to remove an animal (whether or not approved under this By-law 18) from their Lot and Common Property where the Owner or Occupier is not complying with this By-Law 18. The Owner or Occupier must promptly remove the animal if so required by the Owners Corporation.
- (5)** This By-law 18 does not prevent the keeping of a dog used as a guide or hearing dog

19 Appearance of lot

- (1)** The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2)** This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 12.

20 Change in use of lot to be notified

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

21 Provision of amenities or services

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



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

22 Car Parking

Each Owner or Occupier must:

- (a) ensure that the security garage door for the parking area is kept closed and locked at all times, except for ingress and egress;
- (b) ensure that their car parking space is kept neat and tidy and free from any dirt, rubbish and oil deposits;
- (c) not use any part of the parking area for any purpose other than the parking of motor vehicles in designated spaces; or
- (d) use the Carwash Bay except for washing of motor vehicles or motor bicycles and remove the motor vehicle from the Carwash Bay immediately after washing the motor vehicle.

23 Feeding of Birds

An Owner or Occupier of any Lot must not feed or in any way attempt to attract pigeons or any other bird to or near any balcony to a Lot or any other part of a Lot or the Common Property.

24 Strata Manager

(1) Appointment of a Strata Manager

The Owners Corporation may from time to time appoint a Strata manager to undertake management services for the Owners Corporation in accordance with the Act and otherwise on terms and conditions approved by the Owners Corporation.

(2) Issuance of notices and enforcement of By-Laws by the Strata Manager

The Strata Manager may be empowered by the Owners Corporation to give notices under and to enforce these By-Laws on behalf of the Owners Corporation.

(3) Notices issued by the Strata Manager to be complied with by Owners and Occupiers

Notices given by the Strata Manager on behalf of the Owners Corporation under these By-Laws must be complied with by each Owner and Occupier as if the notice had been given by the Owners Corporation.



25 Air-conditioning Plant

(1) Installation of additional air-conditioning

If the Owner or Occupier elects to install additional air-conditioning, such additional air-conditioning cannot be visible from the outside of the Lot.

(2) Maintenance, repair and replacement of additional air-conditioning

If the Owner or Occupier installs additional air-conditioning it must maintain, repair and replace at their cost the additional air-conditioning system servicing their Lot.

26 Contributions

(1) Amenities provided to the Acacia Building and Banksia Building

The Owners and Occupiers of Lots within the Acacia Building and Banksia Building each have in their respective buildings the benefit of the following amenities and services:

- (a)** lift services; and
- (b)** garbage chute and compaction system,
- (c)** hot water system solely servicing the Acacia Building and Banksia Building.

(Amenities).

(2) Allocation of costs of Amenities

The Owners of the Lots within the Acacia Building will be responsible for all of the costs and expenses associated with the repair, maintenance, operation and replacement of the Amenities provided for the Acacia Building and the Owners of the Lots within the Banksia Building will be responsible for all of the costs and expenses associated with the repair, maintenance, operation and replacement of the Amenities provided for the Banksia Building.

Special By-Law 1 (Responsibility of items within the strata scheme)

(1) Purpose and application of this Special By-Law 1

- (a)** This Special By-law has been prepared having regard to the NSW Land and Property Information memorandum AG600000 dated November 2011 which seeks to assist in determining whether a particular item in a strata scheme is common property, and therefore the responsibility of the Owners Corporation to repair and maintain.



- (b) The purpose of this Special By-law is to provide that pursuant to the Act, an Owner, and not the Owners Corporation, will be responsible for the repair and maintenance of any:
 - (i) fixture or fitting contained within their Lot; or
 - (ii) appliance that solely services their Lot.
- (c) Any item specified in this Special By-law that is afforded cover for damage due to an insurable by the insurance policy held by the Owners Corporation will still be protected by that insurance.
- (d) The Owners Corporation will, at all times, still be responsible for:
 - (i) the structural elements, integrity and general safety of the Building.
 - (ii) any waterproofing located on common property, except where an Owner has undertaken building work on a Lot.
- (e) Nothing in this Special By-Law 1:
 - (i) confers any rights upon an Owner to install any item listed in this Special By-law 1 as a fixture or fitting of a Lot;
 - (ii) restricts the authority of the Owners Corporation , if it so decides, to carry out the repair, maintenance or replacement of any Common Property identified in clause (3); or
 - (iii) affects the operation of Special By-law 6 and Special By-law 7.

(2) Definitions used in this Special By-law

In this Special By-law, unless the contrary intention appears:

- (a) Internal Area means any area within the envelope of a Lot; and
- (b) Internal Pipe Work and Wiring means any service lines, pipes, conduits or wiring that only services one Lot, whether located on Common Property or in an internal wall.

(3) Absolution of maintenance – Lot fixtures and fittings

In accordance with the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are located within an Owner's Lot within the strata scheme:

- (a) All decorative finishes within a Lot, including but not limited to:
 - (i) all cornices;
 - (ii) all skirting boards;
 - (iii) all architraves and internal door jams;



- (iv) wall and floor tiles wherever located, including within the kitchen, bathrooms and laundry;

- (v) false ceilings;

- (vi)** mezzanines, stairs and handrails;

- (vii)** all paintwork and wallpaper;

- (viii) the cleaning of mould throughout the Lot where reasonably caused by the environment;

- (b)** All bathroom, ensuite and laundry fixtures and fittings, including but not limited to:

- (i)** all taps and internal pipe work;

- (ii)** shower screens;

- (iii)** bathtub, including internal floor waste and drainage pipes;

- (iv)** sinks and hand basins including internal drainage pipes;

- (v) cabinets and mirrors;

- (vi) toilet pan, including cistern and internal waste pipes;

- (vii)** all lights, light fittings and exhaust fans that only service one Lot, wherever located;

- (c) All kitchen fixtures and fittings, including but not limited to:

- (i)** all taps and internal pipe work;

- (ii) all internal waste and drainage pipes, including any connection to the common stack;

- (iii)** bench tops;

- (iv) sinks and insinkersators;

- (v) ovens, stoves and cook tops;

- (vi)** all lights, light fittings, exhaust fans and range hoods that only service the Lot, wherever located, including ducting and external ventilation points;

- (d)** All floor coverings within a Lot, including but not limited to;

- (i)** all carpet within the Lot;

- (ii) all floor tiles, wherever located,;

- (iii)** all floor boards, whether floating or fixed;

- (iv) all parquetry, linoleum, vinyl and cork tiles, wherever located;

- (e)** All balcony and terrace fixtures and fittings, including but not limited to:



- (i) all tile, pavers and decking;
- (ii) all stairs and handrails within the balcony or terrace area;
- (iii) all awnings, pergolas, privacy screens or louvers, whether originally or installed by the Owner of a Lot subsequent to the registration of the Strata Plan;
- (iv) all plants and grassed areas within the balcony or terrace;
- (v) the pruning, trimming or removal of a tree or trees, including damage caused by roots;
- (vi) fences that divide two Lots within the Strata Plan;
- (vii) all lights, switches, light fittings and wiring within the balcony or terrace of the Lot;
- (f) All electrical fittings and appliances solely servicing a Lot, including but not limited to:
 - (i) all lights and light fittings, including switches that service only one Lot, including down lights and transformers that may be recessed in the ceiling;
 - (ii) all electrical sockets and wall plates;
 - (iii) electrical main and sub-main that solely services a Lot, including fuses wherever located;
 - (iv) smoke detectors that solely service a Lot;
 - (v) individual garage door motors;
 - (vi) telephone, television, cable television and internal wall plates and cabling that solely services a Lot, wherever located;
 - (vii) split system and ducted air-conditioning systems, including condenser units and all associated equipment wherever located that solely service a Lot;
 - (viii) ceiling fans;
 - (ix) electrical or gas hot water heaters and all associated equipment that solely service a Lot, wherever located;
 - (x) any general appliance, such as a dishwasher, microwave oven, clothes dryer or other appliance that solely services a Lot; and
- (g) In respect to the front door, balcony door, windows and garage areas of a Lot;
 - (i) all flyscreens and security screens or doors fitted to the windows, doors and balcony doors of the Lot, whether installed originally or subsequently by the Owner of the Lot;
 - (ii) automatic door closers;



- (iii) any locking device or door furniture installed on the front door, back door, balcony door or windows of the Lot, whether installed originally or subsequently by the Owner or the Lot; and
- (iv) supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors within the Strata Plan.

Special By-Law 2 (Visitor Parking)

(1) Restriction on use of Visitor Parking by Owners and Occupiers

An Owner or Occupier must not park or stand, or allow to park or stand, any motor or other vehicle in the Visitor Parking Area except with the written approval of the Owners Corporation.

(2) Approval of Owners Corporation to not be unreasonably withheld

The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle in the Visitor Parking Area under clause (1).

(3) Maximum Visitor parking time of 12 hours

Notwithstanding clause (2), a Visitor may park a motor vehicle in the Visitor Parking Area for a period of not more than 12 hours at any one time.

(4) Approval to be sought in writing for Visitor to exceed parking time

An Owner or Occupier may apply to the Owners Corporation to request approval in writing that any Visitor be allowed to exceed the 12 hour period referred to in clause (3).

(5) Decision of Owners Corporation to allow/disallow parking to be absolute

Any determination or approval made by the Owners Corporation concerning the parking of any motor or other vehicle in the Visitor Parking Area is at the absolute discretion of the Owners Corporation and may incur a Parking Fee.

(6) Consequence of non-compliance with this By-Law

Where:

- (a) an Owner or Occupier parks or stands a motor or other vehicle in the Visitor Parking Area without the written approval of the Owners Corporation; or



- (b) the Visitor of an Owner or Occupier parks a motor vehicle in the Visitor Parking Area in excess of the 12 hour period referred to in clause (3) without the prior written approval of the Owners Corporation, the relevant Owner or Occupier will be deemed to have accepted to pay the Parking Fee to the Owners Corporation.

(7) Recovery of Parking Fee by the Owners Corporation

Any payment required by the Owners Corporation in accordance with this Special By-law 2 becomes due and payable to the Owners Corporation within 14 days of a decision of the Owners Corporation to require that payment.

Special By-Law 3 (No Smoking on Common Property)

An Owner or Occupier must not smoke cigarettes or cigars, or discard of cigarettes or cigar butts, on any part of the Common Property.

Special By-Law 4 (Reimbursement of Owners Corporation)

(1) Recovery of costs to repair Common Property and Furniture and Fittings

If any part of the Common Property, or Furniture and Fittings, is damaged by the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation may, subject to the Act, recover from the Owner or Occupier, as applicable, as a debt due and payable to the Owners Corporation, the costs reasonably incurred by the Owners Corporation in rectifying the damage.

(2) Recovery of charges or costs incurred by the Owners Corporation

If as a result of the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, any:

- (a) emergency service agency (such as the fire brigade);
- (b) service provider (such as the Building Manager or a cleaner); or
- (c) Council, imposes a charge on the Owners Corporation, or the Owners Corporation incurs any costs incurred as a result, the Owners Corporation may recover the amount of that charge or those costs, as applicable from the relevant Owner or Occupier as a debt due and payable to the Owners Corporation. The recovery by the Owners Corporation under this clause (2) includes, but is not limited to, recovery of charges and costs incurred as a result of a breach of the By-laws.



Special By-Law 5 (Interest)

(1) Interest payable on amounts owing to the Owners Corporation

If a Parking Fee, a cost or charge described in Special By-law 4, or other amount owing to the Owners Corporation is not paid or reimbursed in full to the Owners Corporation within one month after the date on which notice of that Parking Fee, reimbursement or other amount has been given to the relevant Owner or Occupier, the Owner or Occupier, as applicable will be liable for and must pay interest on the applicable Parking Fee, reimbursement or other amount (or so much of them that remain unpaid) at the interest rate payable under the Act in relation to unpaid contributions, until the relevant Parking Fee, reimbursement or other amount is paid in full to the Owners Corporation.

(2) Unpaid Parking Fee, reimbursements and other amounts to be referenced on notices

If a Parking Fee, a cost or charge described in Special by-law 4, or other amount remains unpaid by an Owner or Occupier, the Owners Corporation may include reference to that debt on any notice or certificate issued in respect of the Lot under section 109 of the Act.

Special By-Law 6 (Building Work)

(1) Building Work

The Owners Corporation permits an Owner carrying out building work in its Lot and on so much of Common Property, the use of which is reasonably necessary for the carrying out of the building work (such as the installation of a toilet, a basin, a bathroom, a kitchen and other items forming part of the general fit-out of a Lot, including adding or connecting to existing services on Common Property) (Affected Common Property), on the following conditions:

- (a)** the Owner must satisfy the Owners Corporation that the building work complies with any applicable building code or law;
- (b)** the Owner must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the building work contemplated by this Special by-law 6 and the use of the result of the building work;



- (c)** neither the carrying out of the building work nor the use of the result of the building work:
 - (i)** damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (ii)** damages or interferes with any Common Property that is a part of a wall or any other boundary between Lots;
 - (iii)** damages or interferes with any waterproofing or other membrane whether Common Property or otherwise;
 - (iv)** detrimentally affects the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; or
 - (v)** voids any warranties that the Owners Corporation or another Owner or Occupier is entitled to;
- (d)** if any exhaust system is to be installed, including a kitchen or toilet fan and exhaust, its size and type must be certified as appropriate by an appropriately qualified mechanical consultant;
- (e)** if any additional service, or a connection to an existing service on Common Property, is installed as part of such building work, then such service must, if possible, be separately metered. If separate metering is not possible, the Owner must when so requested promptly pay to the Owners Corporation an amount representing the Owners Corporation's reasonable estimate of the cost of using such service;
- (f)** the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Affected Common Property, except for anything added to Common Property; and
- (g)** the Owner must obtain, where required by law, the written consent or written approval of Council and any government or other authority.

(2) Obligation of Owners

An Owner desiring to carry out building work on a Lot must:

- (a)** before doing any building work:
 - (i)** give a minimum 30 days' notice (in writing) to the Owners Corporation;
 - (ii)** ascertain from the Building Manager, or if there is no Building Manager, the Strata Manager, where service lines, pipes and conduits are located;



- (iii)** arrange with the Building Manager, or if there is no Building Manager, the Strata Manager, suitable times and means by which access to the Building may be obtained;
 - (iv)** if the Owners Corporation so requests, provide a bond or payment in a reasonable amount to the Owners Corporation as security for the rectification costs for any damage caused to Common Property or any other Lot as a result of the building work;
 - (v)** if the Owners Corporation so requests, provide a certificate from a structural engineer or services engineer or both that the proposed work will not have any adverse effect on Common Property or any Lot;
 - (vi)** if it is intended that any floor covering be removed, replaced or installed in the Lot (other than the installation of carpet and underlay), and if the Owners Corporation so requests, provide a report from an acoustic engineer that the proposed flooring finish will comply with any relevant requirements relating to sound transmission and insulation in the Building Code of Australia and any other applicable code or law;
 - (vii)** if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the building work to be carried out;
 - (viii)** provide to the Owners Corporation copies of all written consents or written approvals from Council and any other relevant government or other authority required by law to be obtained by the Owner;
- comply with the reasonable requirements provided by the Building Manager, or if there is no Building Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;
- ensure that the building works are carried out in a proper and workmanlike manner by appropriately qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;
- ensure that contractors and any persons involved in doing the building work comply with the reasonable requirements provided by the Building Manager, or if there is no Building Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;



- (e)** not damage Common Property (including service lines, pipes or conduits or interfere with, or interrupt them or any of them), Furniture and Fittings or the property of another Owner or Occupier;
- (f)** do the building work properly and to the reasonable satisfaction of any relevant government or other authority and, in respect of any Affected Common Property, to the reasonable satisfaction of the Owners Corporation;
- (g)** comply with the conditions of consent or approval of Council and any other relevant government or other authority;
- (h)** repair any damage caused to Common Property, Furniture and Fittings, or the property of another Owner or Occupier;
- (i)** cause as little disturbance as reasonably practicable to the Owners and Occupiers of other Lots;
- (j)** at the completion of the building work, if the Owners Corporation so requests, provide, within 14 days of such a request, a certificate from an appropriately qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:
 - (i)** damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;
 - (ii)** damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any other boundary between Lots;
 - (iii)** damaged or interfered with, or will damage or interfere with, any waterproofing or other membrane whether Common Property or otherwise; and
 - (iv)** detrimentally affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; and
- (k)** at the completion of the building works, if those works involved the removal, replacement or installation in the Lot of any floor covering (other than the installation of carpet and underlay) and if the Owners Corporation so requests, provide, within 14 days of such a request, a report from an acoustic engineer that the relevant flooring finish complies with any relevant requirements relating to sound transmission and insulation in the Building Code of Australia and any other applicable code or law.



(3) Time of building work to be prescribed

The Owners Corporation may, for the purposes of this Special by-law 6 at any time prescribe the days and hours of the day during which access to the Building may be obtained for the carrying out of building work.

(4) Application of any bond or payment received

The Owners Corporation may apply the bond or payment received under Special by-law 6.2(a)(iv) towards the rectification costs for any damage caused as a result of the building work by the Owner if the Owner has failed to carry out such rectification within a reasonable time.

Special By-Law 7 (Carrying Out Minor Work on Common Property)

(1) Minor alterations on Common Property

An Owner or an Occupier (with the Owner's prior consent), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, put nails or screws into walls, or install window blinds or shutters) which has no material adverse effect on Common Property and which complies with By-law 19.

(2) Structural Walls

An Owner must not remove or alter any structural wall, except with the prior written consent of the Owners Corporation.

Special By-Law 8 (Advertising and Selling and Leasing Activities)

An Owner or Occupier must not, except with the prior consent of the Owners Corporation, erect, display or exhibit any sign, placard, banner, notice or other marketing.

Special By-Law 9 (Service of Notices and Documents by Email)

A notice or document may be served by the Owners Corporation on an Owner or Occupier by email if:

- (a)** the Owner or Occupier has given the Owners Corporation an email address for the service of documents;



- (b) the notice or document is sent by email to that email address by the Owners Corporation, the Manager or the Building Manager; and
- (c) the sender's computer or other electronic equipment:
 - (i) reports that the email has been sent; and
 - (ii) does not report receipt of a failure notice.

Special By-Law 10 (Receipt of Electronic Proxy Forms)

(1) Preamble

- (a) This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.
- (b) The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

Grant of Right

- (c) In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

This by-law to prevail

- (d) If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

(2) Definitions and Interpretation

- (a) In this by-law, unless the context otherwise requires or permits:
 - (i) Act means the Strata Schemes Management Act 1996.
 - (ii) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
 - (iii) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
 - (iv) Lot means any lot in strata plan no. 84623.



- (v) Owner means the owner from time to time of the Lot.
- (vi) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 84623.
- (vii) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (viii) Strata Scheme means the strata scheme relating to Strata Plan no. 84623.

(b) Interpretation

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

- (i) the singular includes plural and vice versa;
 - (ii) any gender includes the other genders;
 - (iii) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (iv) references to legislation include references to amending and replacing legislation.
- (c) Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

(3) Conditions

- (a) An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:
 - (i) provides the Owners Corporation with an email address;
 - (ii) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
 - (iii) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.
- (b) For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3(a) of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.



- (c) If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:
 - (i) The communication is received in accordance with the notice period under the Act;
 - (ii) The communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
 - (iii) It contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3(a) of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.
- (d) The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

Special By-Law 11 – Lot 32 – Bathroom Renovations

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) “**Act**” is the Strata Schemes Management Act 2015.
- (3) “**Lot**” is lot 32 on the strata scheme.
- (4) “**Owner**” means the owner or owners of the Lot from time to time on strata plan no. 84623.
- (5) “**Cosmetic Works**” means aesthetic works as defined in section 109 of the Act and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.
- (6) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the Strata Schemes Management Regulations 2016 and pursuant to any Minor Renovations By-law applicable to the scheme.
- (7) “**Special Privileges**” means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.



- (8) “**Works**” means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) to renovate the bathroom on the Lot as detailed below and as shown in the Design Drawings prepared by General Business International P/L T/AS General Bathroom, annexed to this by-law and marked “Annexure A”:
- (a) Demolishing existing tiling and bathroom fixtures
 - (b) Applying 3 coating waterproof to shown wall and bathroom floor
 - (c) Installing white wall and grey floor tiles
 - (d) Installing new fixtures, fittings and accessories, including wall cabinet, shower screen, custom made vanity, toilet and bathroom accessories.
- (9) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, specifically Special Bylaw 6 (Building Works), and Special By-law 7 (Carrying Out Minor Works on Common Property), however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

- (11) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Works.
- (13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.



Specification of Works

- (14)** The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
- (a)** further specifications of the Works;
 - (b)** details of the contractor performing the Works; and
 - (c)** copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

- (15)** The Owner must perform the Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (16)** The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (17)** The Owner performing the Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

General Conditions

- (18)** When performing the Works, the Owner must:
- (a)** ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b)** ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
 - (c)** must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d)** ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e)** keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.
 - (f)** must only perform the Works when the door between the Lot and the common property is completely closed.



- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.
- (i) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Works

- (19) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.
- (20) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:
 - (a) Certification of waterproofing from a duly licensed and insured contractor; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

- (21) The Owner must, at the Owner's expense:
 - (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
 - (b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (22) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (23) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works; and



- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.
- (24) To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

Repair of Damage

- (25) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.
- (26) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

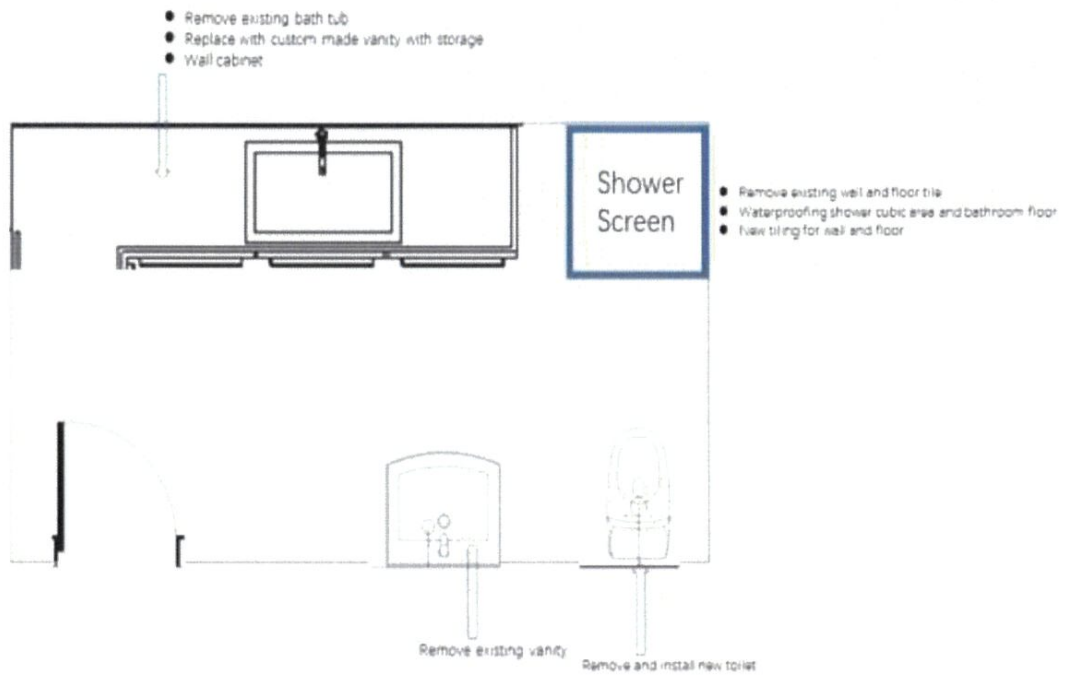
- (27) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

- (28) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.



Design



Approved Form 10


Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 84623 was affixed on ^ 20 May 2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: Matthew Hua
Authority: Strata Managing Agent

Signature: Name:
Authority:

^ Insert appropriate date * Strike through if inapplicable.



PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2023/5546
Fee: \$66.51
Issue Date: 10 August 2023
Receipt No: 7226469
Applicant Ref: 230284:200950

DESCRIPTION OF LAND

Address: A 4/23 Ray Road
EPPING NSW 2121

Lot Details: Lot 4 SP 84623

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2023

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

The land is zoned: R4 High Density Residential PLEP2023

Zone R4 High Density Residential (Parramatta Local Environmental Plan 2023)

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for high density residential development close to open space, major transport nodes, services and employment opportunities.
- To provide opportunities for people to carry out a reasonable range of activities from their homes if the activities will not adversely affect the amenity of the neighbourhood.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; School-based child care; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

SECTION B

State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) (Biodiversity and Conservation) 2021
State Environmental Planning Policy (SEPP) (Planning Systems) 2021

State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021
State Environmental Planning Policy (SEPP) (Housing) 2021
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021
State Environmental Planning Policy (SEPP) (Primary Production) 2021
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre

DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Industry and Environment.

Draft Local Environmental Plan

The land is not affected by a Draft Local Environmental Plan which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Development Control Plan

The land is affected by the Hornsby Development Control Plan 2013

Draft Parramatta Development Control Plan (DCP)

Draft Late Night Trading Development Control Plan (DCP)

Development Contribution Plan

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 Amendment 1 applies to the land.

Heritage Item/Heritage Conservation Area

An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

Road Widening

The land is not affected by road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.
- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2023.

Site Compatibility Certificate (Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

a. Site compatibility certificate (affordable rental housing),
in respect to the land.

Contamination

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?

NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?

NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?

NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?

NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?

NO

Tree Preservation

The land is subject to Section 1B.7 – Tree and Vegetation Preservation within the City of Parramatta (land formerly part of Hornsby LGA) of the Hornsby Development Control Plan 2013.

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

Coastal Protection

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

NO

Council Policy

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

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

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

The Hornsby Development Control Plan 2013 may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management.

Please note: this is statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.

Mine Subsidence

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land

The land is not bushfire prone land.

Threatened Species

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

Biodiversity stewardship sites

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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

Property vegetation plans

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

- (a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
- (b) is not shown on the Lighting Intensity and Wind Shear Map,
- (c) is not shown on the Obstacle Limitation Surface Map,
- (d) is not in the “public safety area” on the Public Safety Area Map,
- (e) is not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Loose-Fill Asbestos Register

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Affected Building Notices and Building Product Rectification Orders

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

Note: *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*. *building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

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

Exempt Development Codes

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land **is not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict exempt development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development Codes

Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Flood related development controls - 9(1) - flood planning area

The land or part of the land is within the flood planning area and subject to flood related development controls.

'Flood planning area' has the same meaning as in the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005, available at <https://www.environment.nsw.gov.au/-/media/OEH/Corporate-Site/Documents/Water/Floodplains/floodplain-development-manual.pdf>.

SPECIAL NOTES

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

The following additional information is issued under Section 10.7(5)

The following information is provided pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

Parramatta Local Environmental Plan 2023

On 2 March 2023 the Parramatta Local Environmental Plan 2023 was notified in the NSW Government Gazette. The Parramatta Local Environmental Plan replaced five (5) existing Local Environmental Plans where they applied to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*
- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The Parramatta Local Environmental Plan 2023 commenced on 2 March 2023.

Parramatta Local Environmental Plan 2023 – Minimum Lot Size Development Standard for Dual Occupancy and Manor House Developments

The Parramatta Local Environmental Plan 2023 includes a minimum lot size of 600m² and a minimum frontage to a public road of 15 metres development standards for Dual Occupancies and Manor Houses where they are permitted with development consent in the Parramatta Local Environmental Plan 2023.

Employment zones reform - *translation of existing Business and Industrial zones into the new Employment zones*

The Parramatta Local Environmental Plan 2023 has replaced existing Business and Industrial zones with Employment zones.

Please see <https://www.planningportal.nsw.gov.au/employment-zones> for more information.

Draft Parramatta Development Control Plan (DCP)

On 13 March 2023 for a period of 50 days concluding 1 May 2023, Council is exhibiting the Draft Parramatta Development Control Plan (DCP).

The Draft Parramatta Development Control Plan (DCP) affects all land within the City of Parramatta Local Government Area, excluding Sydney Olympic Park. Further information about the Draft DCP can be found at

<https://participate.cityofparramatta.nsw.gov.au/> or by contacting Council.

Homebush Bay West DCP 2004

On 13 March 2023 for a period of 50 days concluding 1 May 2023, Council is exhibiting administrative 'non-policy' changes to the Homebush Bay West DCP 2004.

Further information about the DCP can be found at

<https://participate.cityofparramatta.nsw.gov.au/> or by contacting Council.

Wentworth Point DCP 2014

On 13 March 2023 for a period of 50 days concluding 1 May 2023, Council is exhibiting administrative 'non-policy' changes to the Wentworth Point DCP 2014.

Further information about the DCP can be found at

<https://participate.cityofparramatta.nsw.gov.au/> or by contacting Council.

Draft Late Night Trading Development Control Plan (DCP)

Between Monday, 6 December 2021 to Monday, 31 January 2022, Council is exhibiting the Draft Late Night Trading Development Control Plan (DCP).

Further information about the Draft DCP can be found at <https://participate.cityofparramatta.nsw.gov.au/late-night-trading-DCP> or by contacting Council.

Note: Advisory Information regarding Combustible Cladding

External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to <https://www.claddingregistration.nsw.gov.au/> or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

Note: Advisory Information regarding Loose-Fill asbestos Insulation

Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

Gail Connolly
Chief Executive Officer

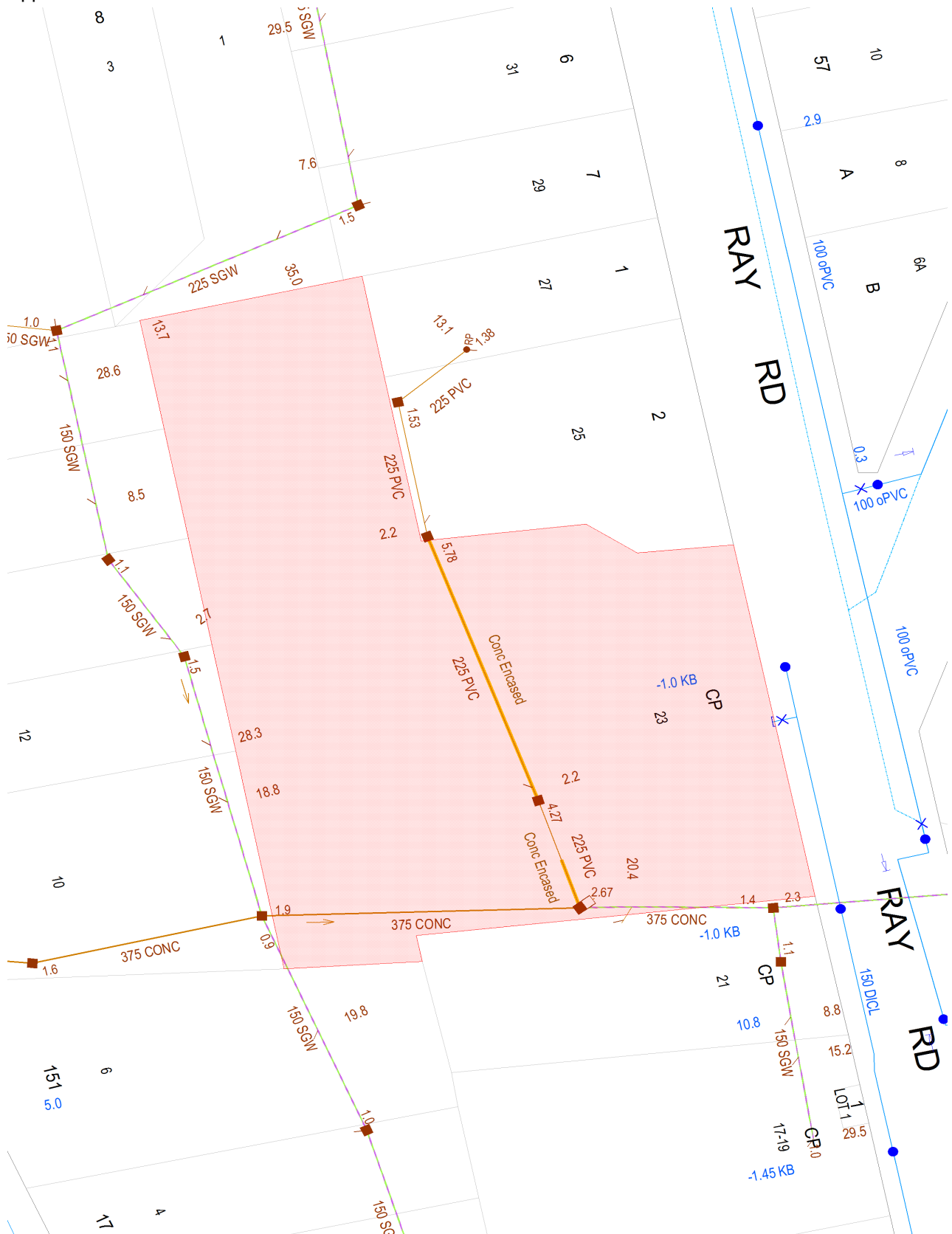
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dated 10 August 2023

Service Location Print

Application Number: 8002706126



Document generated at 11-08-2023 11:30:17 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

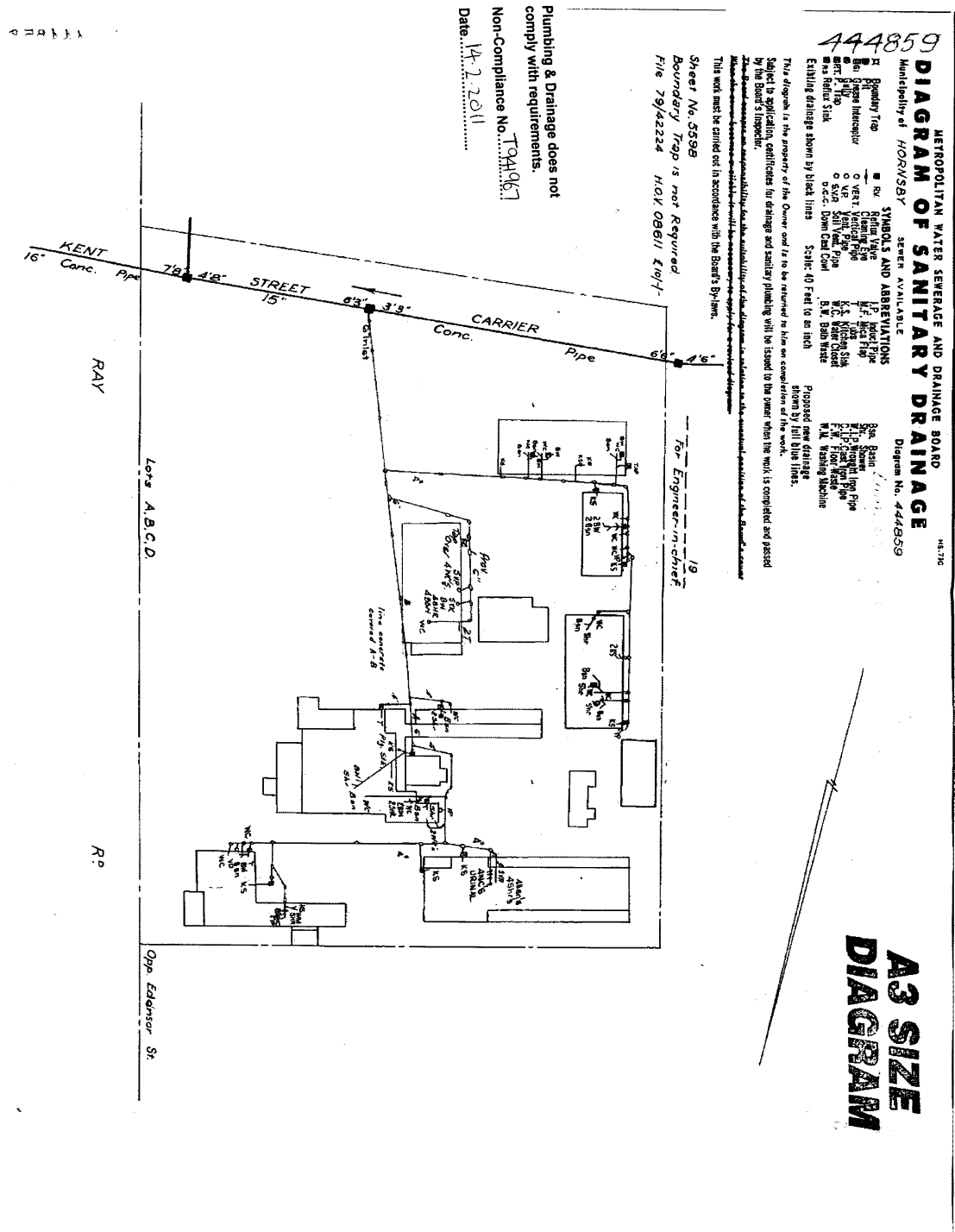
Disclaimer

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Sewer Service Diagram

Application Number: 8002706125

https://connect.sydneywater.com.au/ras/cgi/RasProxy.dll/SubstituteWithUser?file=OFT/TowerSsd.vim&N_PROP=3177317&PARM=S... 14/02/2011



Disclaimer

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the Home Building Act 1989.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

- 19. In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

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

Capacity

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

Requisitions and transfer

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

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

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

AGREEMENT

This Agreement is made on 30 / 03 / 2023 at: Infinity Property Agents NSW **BETWEEN**

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: Xuefan Hu

Phone: _____ Mobile: _____ Email: JJ8933@outlook.com

Other Contact Details: _____

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: _____

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address): _____

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Katie Elizabeth CRAWLEY, Daniella NUCIFORA

Address for service of notices (if not address of Residential Premises): _____

A04/23 Ray Road, Epping NSW 2121

Phone: _____ Mobile: 0447 316 845 Email: katie-elizabeth98@hotmail.com.au

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Infinity Property Agents

Address: C/- Suite 38, 112-122 McEvoy Street ACN: _____

Alexandria NSW 2015 ABN: 54 104 841 974

Phone: (02) 9699 9179 Mobile: _____ Email: rent@infinityproperty.com.au

Licence No.: 1415072 Licence Expiry: 30/11/2025

TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☐ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☒ Other (Please specify) 26 weeks

☐ Periodic (no end date)

starting on: 19 / 04 / 2023 and ending on: 17 / 10 / 2023 (cross out if not applicable)

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

RESIDENTIAL PREMISES *Note: insert any excluded items in the Other Additional Terms Item on the signature page*

The residential premises are: **A04/23 Ray Road, Epping NSW 2121**

The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)*

1 x Dishwasher, 1 x Dryer

Carpark: Yes - 1

Aircon: Yes - Ducted

Storage: NO

RENT/RENT INCREASE

The rent is: **\$1,300.00** per: **fortnight** payable in advance starting on: **19 / 04 / 2023**

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.

Rent Increase 1: Then from: **/ /** pay: **/** per: **fortnight**

Rent Increase 2: Then from: **/ /** pay: **/** per: **fortnight**

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.

The tenant must pay the rent in advance on the **By the Due Date** of every **fortnight** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **Nil** at: **Nil**
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **INFINITY PROPERTY AGENTS**

Bank: **Macquarie Bank**

BSB: **182-222**

Account No.: **303 101 281**

Payment Reference: **0410559655**

or any other account nominated by the landlord; or

(c) as follows: **NONE**

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 \$ **2300 (Lodged)** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bonds Online.

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 **2** persons may ordinarily live in the Premises at any one time.

Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)*

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Real Power – Harrison**

Phone: **0426 885 821**

Plumbing Repairs: **NV Plumbing- Nick**

Phone: **0404 966 411**

Building Repairs: **/**

Phone: **/**

Other Repairs: **/**

Phone: **/**

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 alarm ☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ 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 [OPTIONAL]

[Cross out if not applicable]

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **agent@infinityproperty.com.au**

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

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **katie-elizabeth98@hotmail.com.au**

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

CONDITION REPORT

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated **19 / 10 / 2022** and entered into by the tenant, applies to this Agreement.

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.

STANDARD TERMS OF 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 the 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 advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

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

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

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

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

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

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

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

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

17. The tenant agrees:

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

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

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being 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 the 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 carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

LOCKS AND SECURITY DEVICES

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree** that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out 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 this clause 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 includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

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

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

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

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

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

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

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

SWIMMING POOLS

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

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

COMBUSTIBLE CLADDING

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - PETS

[Cross out this clause 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.

56.1 The tenant agrees:

- (a) to have the residential premises fumigated, at the tenant's 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 tenant's 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.

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*.

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.

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.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

60.2 During the term of the tenancy:

- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
- (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
- (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals
 - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term **the tenant agrees:**

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.

65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. 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*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. 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).
69. 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.
70. 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.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.
73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:
- cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
 - cause or expose the landlord to any claim on any such insurance policy; or
 - cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
 - residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- by delivering it to the party personally; or

- (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
- (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **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.
- (4) **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.
- (5) **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*.

- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **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.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

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

4. ENDING A PERIODIC AGREEMENT

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

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the 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 judgment 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.

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

The tenant/s acknowledge/s and agree/s in accordance with the Residential Tenancies Act 2010 Additional Terms - Clause 3 to 77 are all application and highlight sections for emphasis.

- Clause 3.1 to PAY RENT ON TIME. (This is very IMPORTANT. If you failed, this agreement will not be renewed.)
- Clause 11.6 to pay water usage charges if the residential premises are separately metered.
- Clause 17.1 to keep the residential premises reasonably clean
- Clause 56.2 to not keep animals on the residential premises without obtaining the landlords consent, Where such consent is provide, 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 tenants expenses - invoices will be required.
- Clause 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 laws areas.
- Clause 59.11 to replace any light bulbs and fluorescent tubes that have blown during the tenancy.
- Clause 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, between tiles in wet areas.
- Clause 70 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.

SIGNATURES

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:



(Signature of landlord or landlord's agent on behalf of the landlord)

31/03/2023

Date: / /

LANDLORD INFORMATION STATEMENT

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

SIGNED BY THE LANDLORD:




(Signature of landlord or landlord's agent on behalf of the landlord)

31/03/2023

Date: / /

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:



(Signature of tenant)

31/03/2023

Date: / /

SIGNED BY THE TENANT (2):



(Signature of tenant 2)

31/03/2023

Date: / /

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

Date: / /

SIGNED BY THE TENANT (4):

(Signature of tenant 4)

Date: / /

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S:



(Signatures of tenants)

31/03/2023

Date: / /

31/03/2023

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

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