

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Infinity Property Agents Suite 38 112 -122 McEvoy Street Alexandria NSW 2015 T: 9699 9179 E: info@infinityproperty.com.au	
co-agent vendor	N/a Rodney Alexander Baptist and Veronica Jill Baptist	
vendor's solicitor	Angus Begg PO Box 229 Mosman NSW 2088 T: 02 9969 2808 M: 0499 999 610 E: begg@bigpond.net.au	
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	Unit 24 28 Gower Street Summer Hill NSW 2130 Lot 24 Strata Plan 89767 Folio identifier 24/SP89767	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies and condition 45 <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

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

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

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 email address:

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 **GSTRW rate** (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

Infinity Property Agents
 Suite 38 112 -122 McEvoy Street Alexandria NSW 2015
 T: 9699 9179 E: info@infinityproperty.com.au

SCHEDULE OF ATTACHED DOCUMENTS
Unit 24 28 Gower Street Summer Hill NSW 2130
Lot 24 SP89767

Copies of the following documents are attached to this contract:

1. Title 24/SP89767
2. Title CP/SP89767
3. Strata plan 89767
4. S88B instrument SP89767
5. Deposited plan 1148982
6. S88B instrument DP 1148982
7. Positive covenant A1682784
8. Restrictions on user A1682785
9. Deposited plan 1197176
10. S88B instrument DP 1197176
11. Consolidation / change of by-laws AP591606
12. Sewerage service diagram No. 468052
13. Sewer mains location sheet 10366974
14. Section 10.7(2) certificate No. PCT/2020/0230
15. Strata levy notice 1 December 2019
16. Residential tenancy agreement 9 October 2019

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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, Industry and Environment Department of Primary Industries Electricity and gas Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion –
 - 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 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.
- 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 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.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.
16.5 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.
16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
16.7.1 the price less any:
 - deposit paid;
 - *FRCGW* remittance payable;
 - *GSTRW* payment; and
 - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
16.9 If any of the deposit is not covered by a bond or guarantee on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
16.11.1 if a special completion address is stated in this contract - that address; or
16.11.2 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
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
16.12 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.
16.13 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.
- 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 4.3);
- 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.

- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <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>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <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> . |

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Unit 24 28 Gower Street SUMMER HILL NSW 2130



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 24/SP89767

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2020	1:08 PM	3	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 24 IN STRATA PLAN 89767
AT SUMMER HILL
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

RODNEY ALEXANDER BAPTIST
VERONICA JILL BAPTIST
AS JOINT TENANTS (T AI795091)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP89767
- 2 AI795092 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 10/2/2020



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP89767

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2020	1:07 PM	9	8/10/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 89767
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SUMMER HILL
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP89767

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 89767
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- NETWORK STRATA SERVICES
P.O. BOX 265
HURSTVILLE BC
NSW 1481

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1148982 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 AI682784 POSITIVE COVENANT
- 4 AI682785 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1197176 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN DP1197176
- 6 AM977603 INITIAL PERIOD EXPIRED
- 7 AP591606 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 89767

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 129		2 - 91		3 - 91		4 - 131	
5 - 125		6 - 125		7 - 130		8 - 130	
9 - 99		10 - 99		11 - 136		12 - 127	
13 - 127		14 - 132		15 - 134		16 - 102	
17 - 102		18 - 139		19 - 129		20 - 129	
21 - 134		22 - 138		23 - 103		24 - 103	
25 - 142		26 - 153		27 - 156		28 - 156	

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 10/2/2020

LIVERPOOL ROAD

EASEMENT FOR ELECTRICITY
AND OTHER PURPOSES
3.3 WIDE - D.P. 1197176

- CS-CAR PARKING SPACE
- B-BALCONY
- CY-COURTYARD
- VP-VISITOR PARKING
- LT-LANDSCAPED TERRACE
(COMMON PROPERTY)
- ⊗ - EASEMENT TO DRAIN WATER
2.5 WIDE - D.P. 1148982

LOCATION PLAN

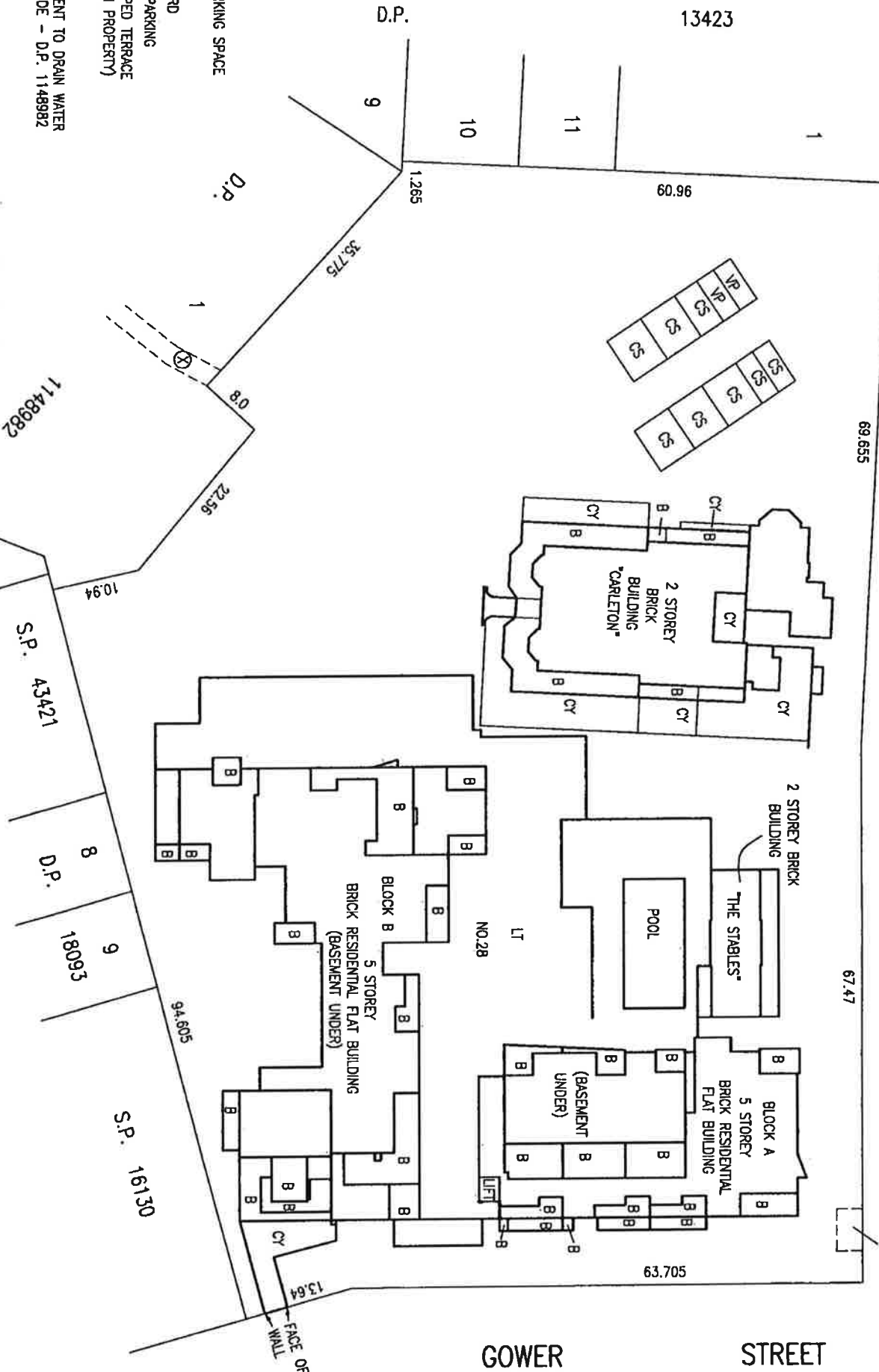
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Surveyor's Ref : 203467-5
Subdivision No : 13097
Lengths are in metres. Reduction Ratio 1 : 500

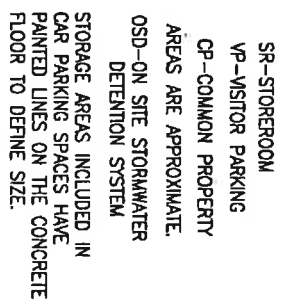
Registered








8.7.2014

SP89767 P



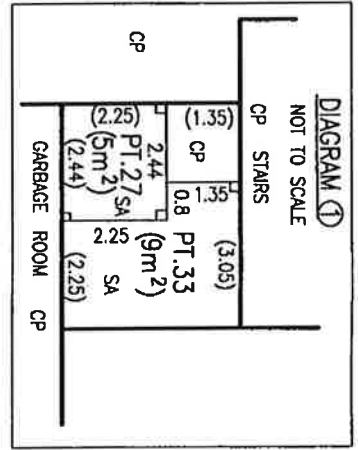
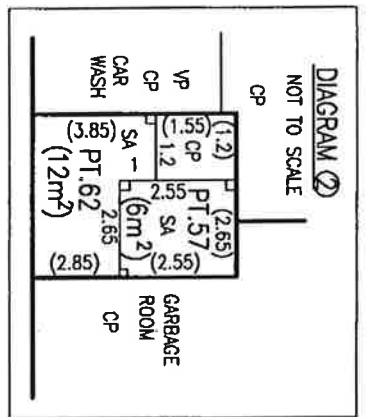


 DENOTES RIGHT ANGLE
 DENOTES CENTRELINE OF COLUMN
 DENOTES FACE OF COLUMN
 CORNER OF COLUMN
 CORNER OF WALL

SHEET 3 ADJOINS

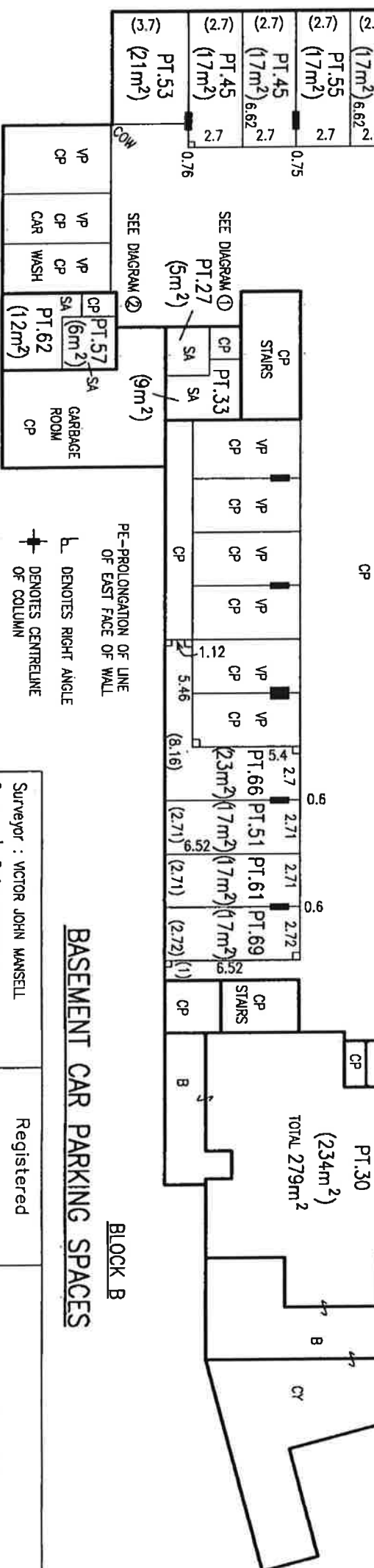
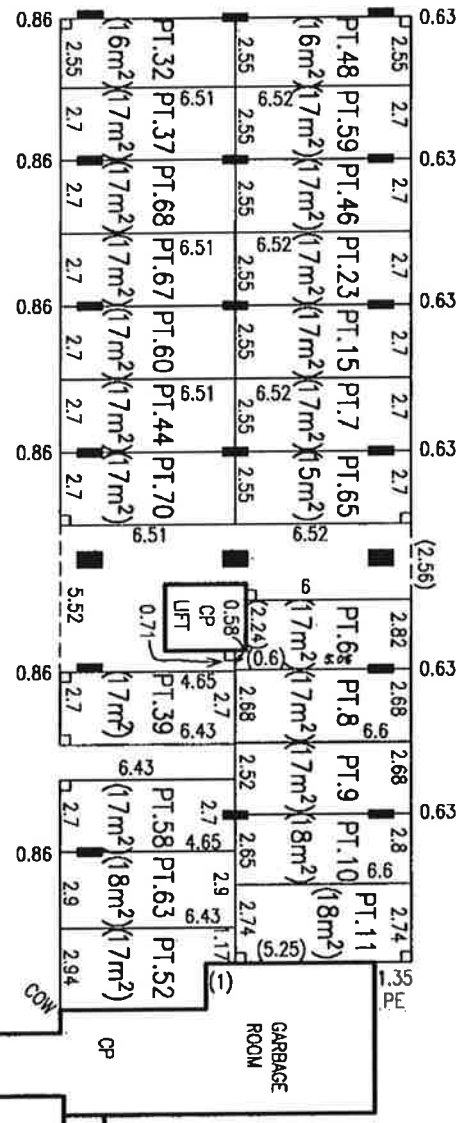
SP89767

30	10	20	30	40	50	Table of mm	90	100	110	120	130	140
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AREAS ARE APPROXIMATE AND INCLUDE AREAS OF BALCONIES AND COURTYARDS. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY. EXCEPT WHERE COVERED WITHIN THIS LIMIT. COURTYARDS RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH UNIT TO WHICH THEY ARE ATTACHED EXCEPT WHERE COVERED WITHIN THIS LIMIT.


COW-CORNER OF WALL STORAGE AREAS INCLUDED IN
CP-COMMON PROPERTY CAR PARKING SPACES HAVE
VP-VISITOR PARKING PAINTED LINES ON THE CONCRETE
SA-STORAGE AREA FLOOR TO DEFINE SIZE.
CY-COURTYARD SR STORE ROOM





BASEMENT CAR PARKING SPACES

BLOCK B

PE-PROLONGATION OF LINE
OF EAST FACE OF WALL

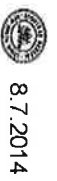
 DENOTES RIGHT ANGLE

 DENOTES CENTRELINE
OF COLUMN

 DENOTES FACE
OF COLUMN

Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 203467-5
Subdivision No : 13097
Lengths are in metres. Reduction Ratio 1

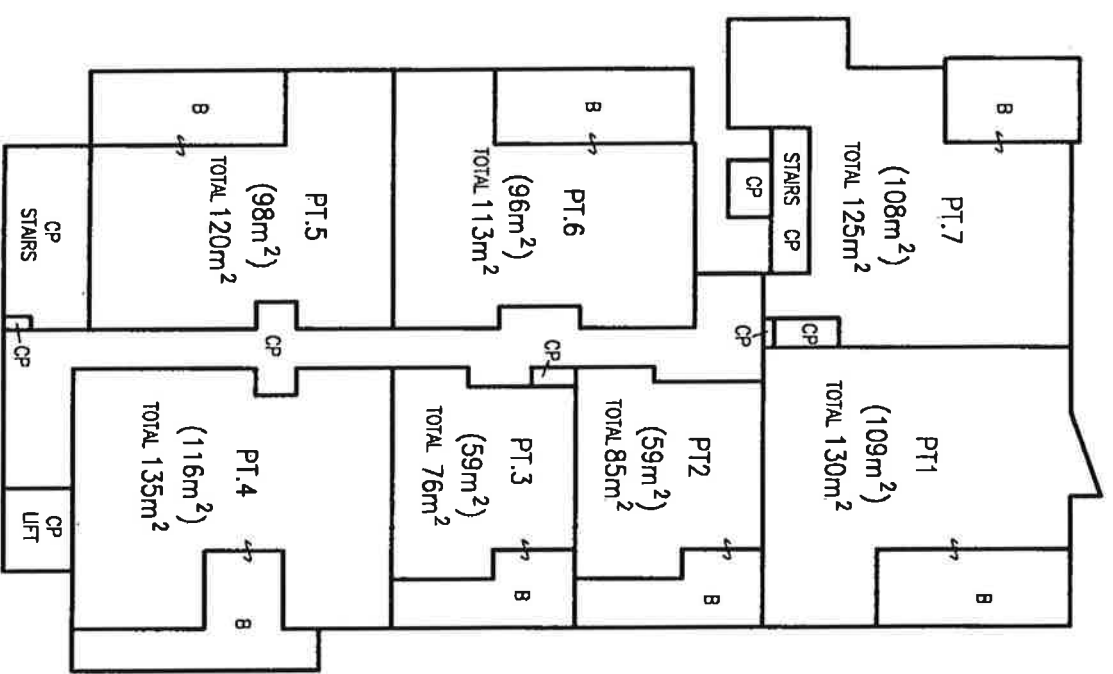
Registered



8.7.2014

SP89767

M/G4



B--BALCONY
CP--COMMON PROPERTY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY. EXCEPT WHERE COVERED WITHIN THIS LIMIT.

GROUND FLOOR

BLOCK A

Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 203467-5
Subdivision No : 15097
Lengths are in metres. Reduction Ratio 1 : 200



Registered
8.7.2014

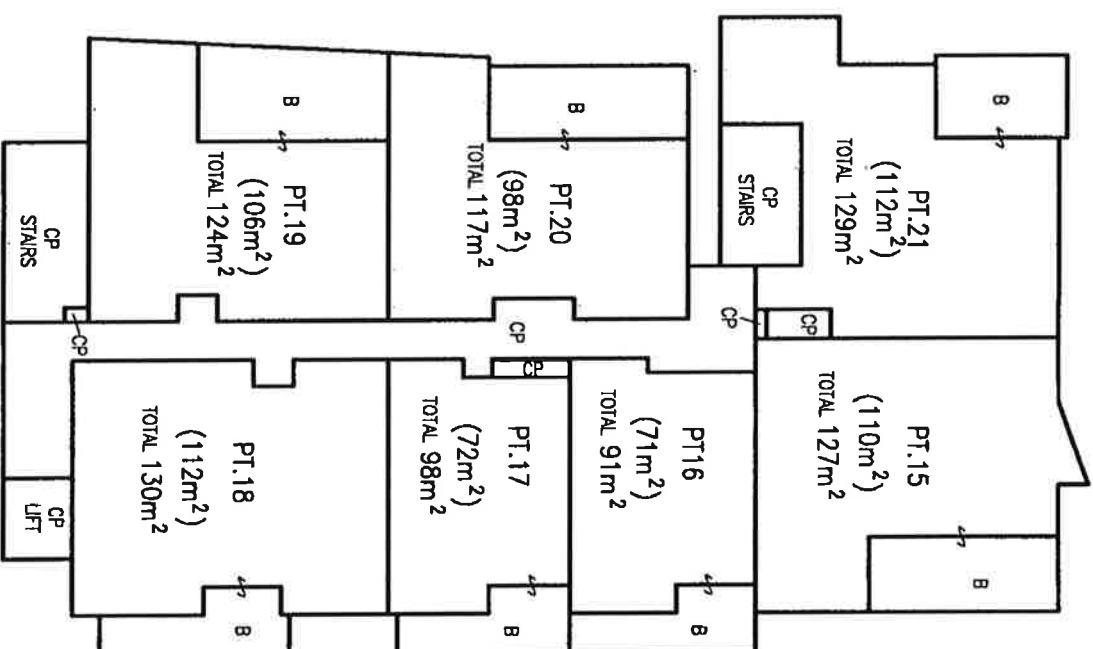
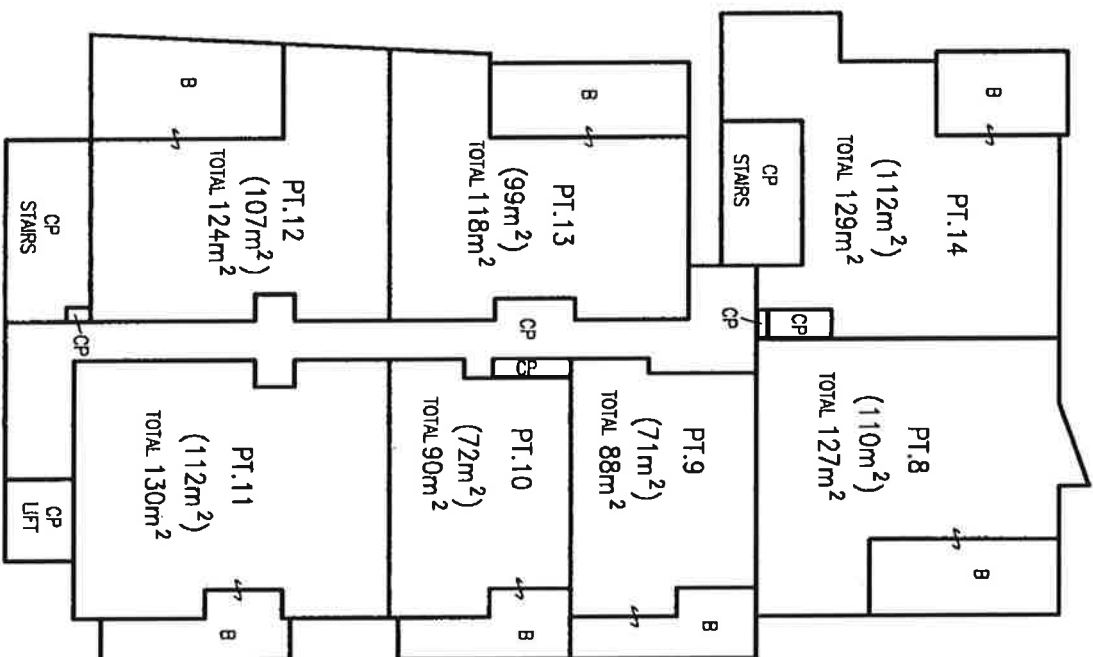
SP89767

HGA

B-BALCONY

CP-COMMON PROPERTY

AREAS ARE APPROXIMATE AND INCLUDE
AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER TILED FLOOR
SURFACE LEVEL OF EACH BALCONY,
EXCEPT WHERE COVERED WITHIN THIS LIMIT.



LEVEL 1

BLOCK A

LEVEL 2

BLOCK A

Surveyor : VICTOR JOHN MANSELL

Surveyor's Ref : 203467-5

Subdivision No : 13097

Lengths are in metres. Reduction Ratio 1 : 200

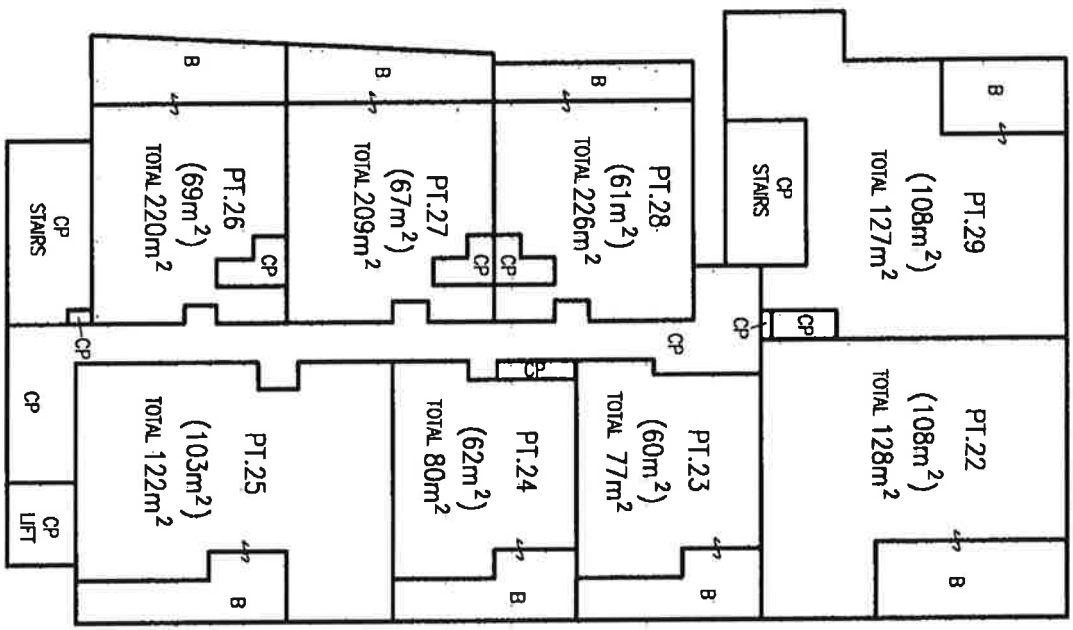
Registered



8.7.2014

SP89767

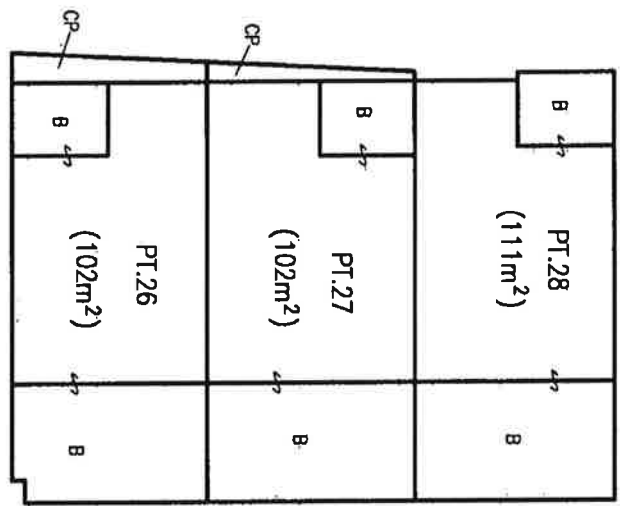
MCA



B-BALCONY
CP-COMMON PROPERTY

AREAS ARE APPROXIMATE AND INCLUDE
AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER TILED FLOOR
SURFACE LEVEL OF EACH BALCONY,
EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE STRUCTURE OF PERGOLAS
OVER PART OF THE BALCONIES
IS COMMON PROPERTY.



LEVEL 4
BLOCK A

LEVEL 3
BLOCK A

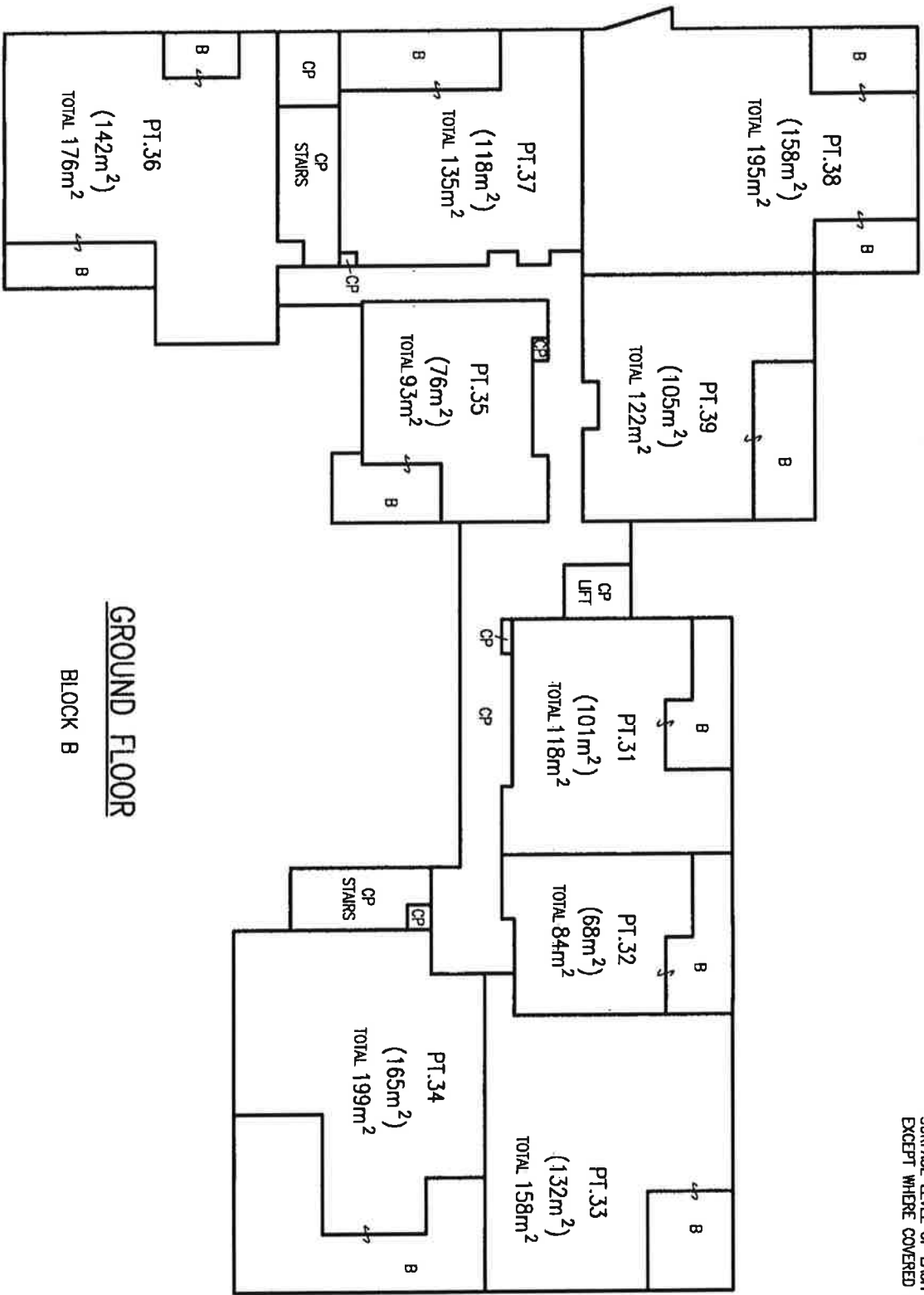
Surveyor : VICTOR JOHN MANSSELL
Surveyor's Ref : 203467-5
Subdivision No : 13097
Lengths are in metres. Reduction Ratio 1 : 200



SP89767

AREAS ARE APPROXIMATE AND INCLUDE
AREA OF BALCONIES
BALCONIES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER TILED FLOOR
SURFACE LEVEL OF EACH BALCONY,
EXCEPT WHERE COVERED WITHIN THIS LIMIT.

B-BALCONY
CP-COMMON PROPERTY



GROUND FLOOR

BLOCK B

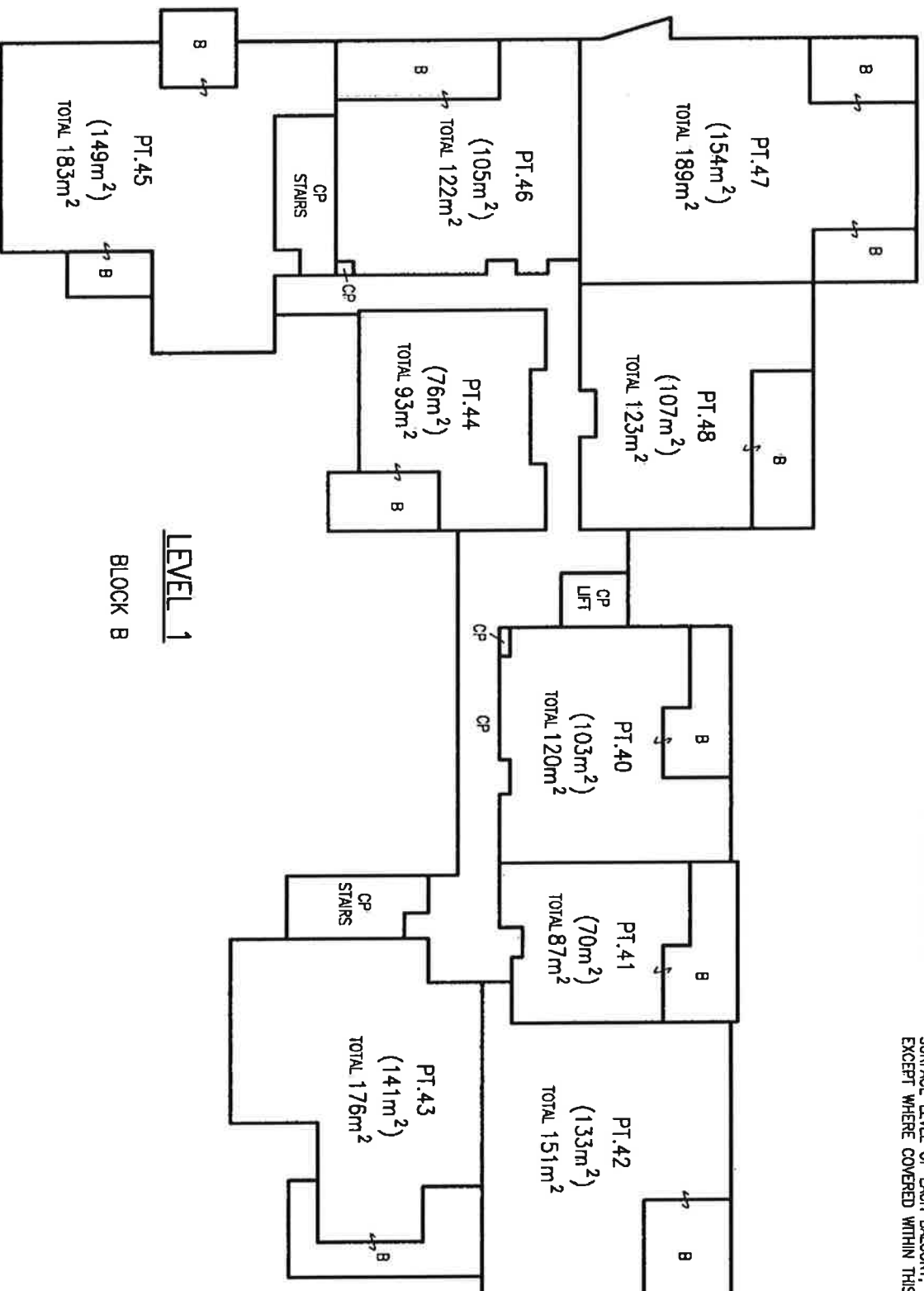
Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 203467-5
Subdivision No : 13097
Lengths are in metres Reduction Ratio 1 : 200



Registered
8.7.2014

SP89767

MCA



B-BALCONY
CP-COMMON PROPERTY

AREAS ARE APPROXIMATE AND INCLUDE
AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER TILED FLOOR
SURFACE LEVEL OF EACH BALCONY,
EXCEPT WHERE COVERED WITHIN THIS LIMIT.

LEVEL 1

BLOCK B

Surveyor : VICTOR JOHN MANSELL

Surveyor's Ref : 203467-5

Subdivision No : 13097

Lengths are in metres. Reduction Ratio 1 : 200

Registered

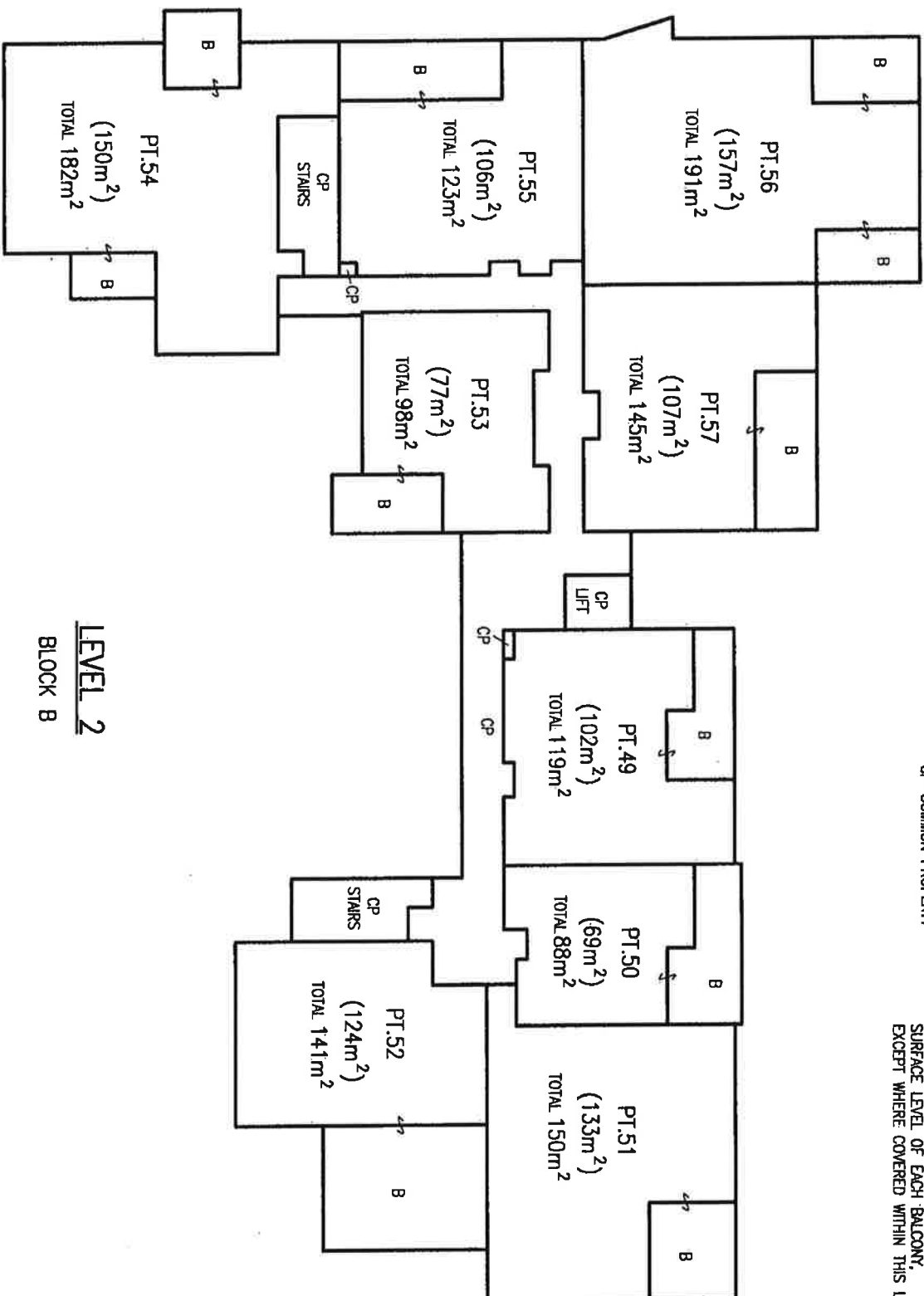


8.7.2014

SP89767

MCA

B-BALCONY
CP-COMMON PROPERTY
AREAS ARE APPROXIMATE AND INCLUDE
AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER TILED FLOOR
SURFACE LEVEL OF EACH BALCONY,
EXCEPT WHERE COVERED WITHIN THIS LIMIT.



LEVEL 2

BLOCK B

Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 203467-5
Subdivision No : 13097
Lengths are in metres. Reduction Ratio 1 : 200



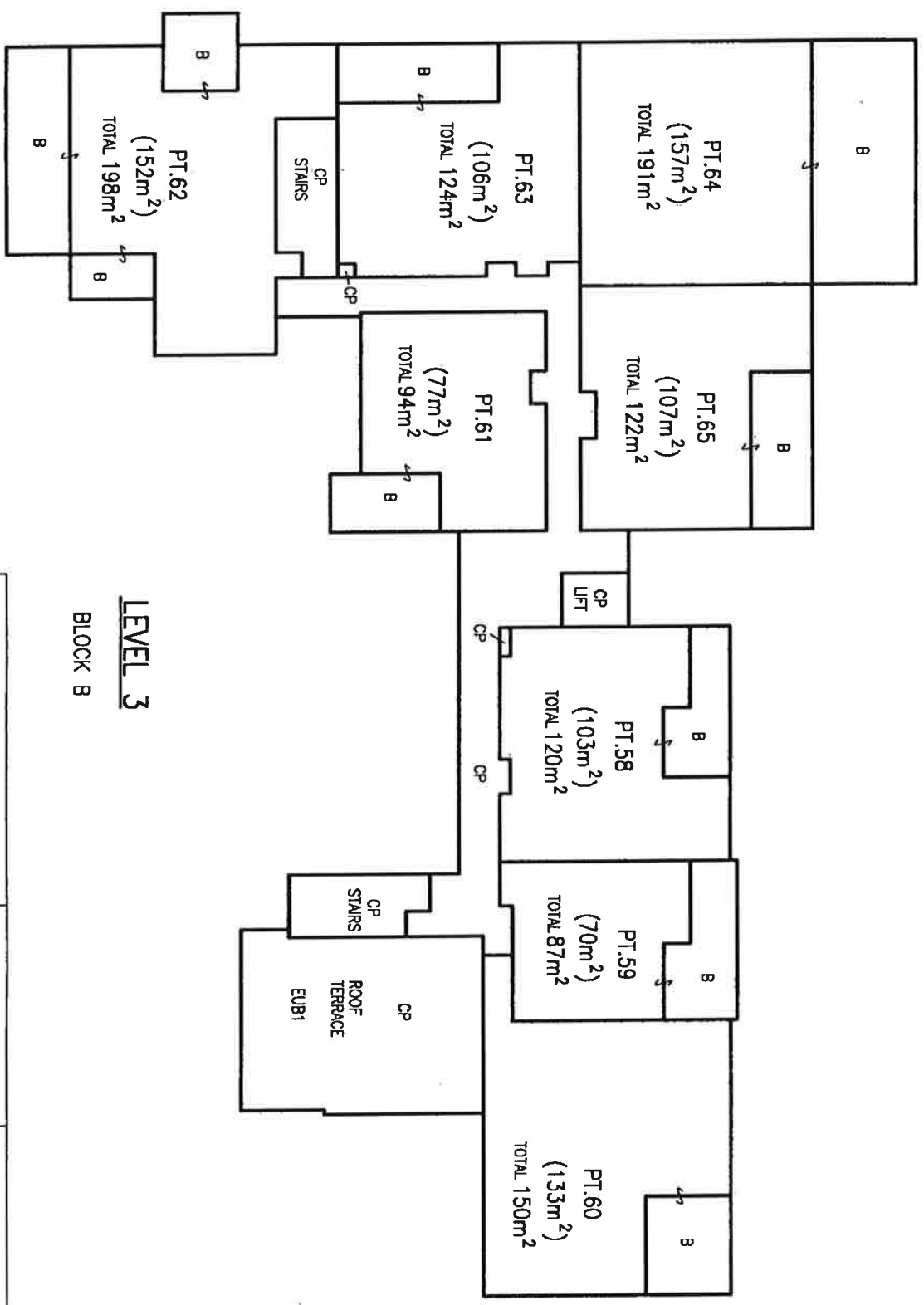
Registered
8.7.2014

SP89767

EUB1 - EXCLUSIVE USE BY LAW NO.46

B-BALCONY
CP-COMMON PROPERTY

AREAS ARE APPROXIMATE AND INCLUDE
AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER TILED FLOOR
SURFACE LEVEL OF EACH BALCONY.
EXCEPT WHERE COVERED WITHIN THIS LIMIT.



LEVEL 3

BLOCK B

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 203467-5 Subdivision No : 13097 Lengths are in metres. Reduction Ratio 1 : 200	Registered 8.7.2014	SP89767
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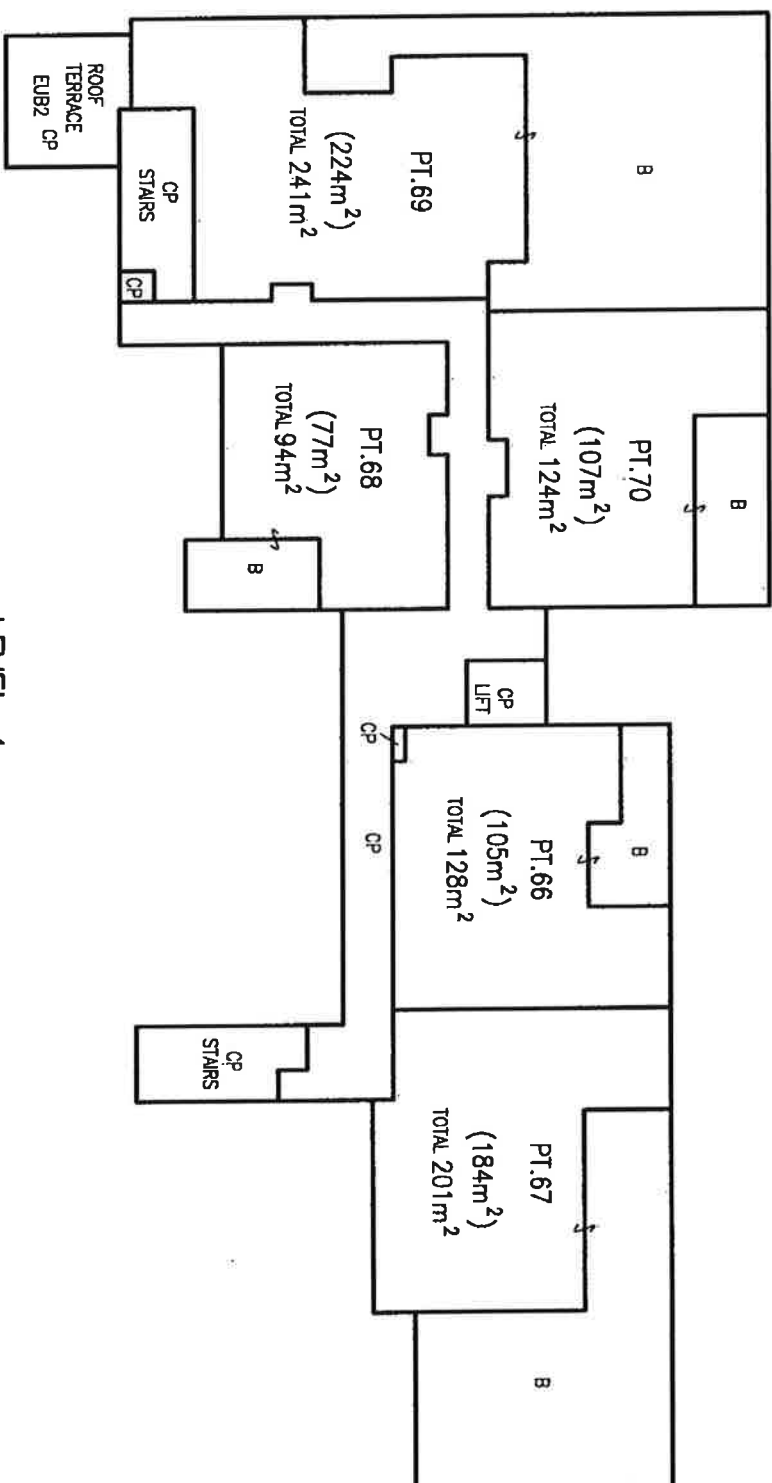
0	10	20	30	40	50	Table of mm	90	100	110	120	130	140
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B-BALCONY
CP-COMMON PROPERTY
EUB2 - EXCLUSIVE USE BY LAW NO.47

THE STRUCTURE OF PERGOLAS
OVER PART OF THE BALCONIES
IS COMMON PROPERTY.

AREAS ARE APPROXIMATE AND INCLUDE
AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER TILED FLOOR
SURFACE LEVEL OF EACH BALCONY,
EXCEPT WHERE COVERED WITHIN THIS LIMIT.



LEVEL 4
BLOCK B

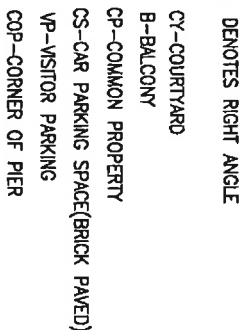
Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 203467-5
Subdivision No : 15097
Lengths are in metres. Reduction Ratio 1 : 200



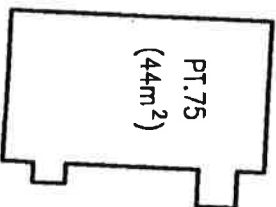
Registered
8.7.2014

SP89767

MC4



"CARLETON"



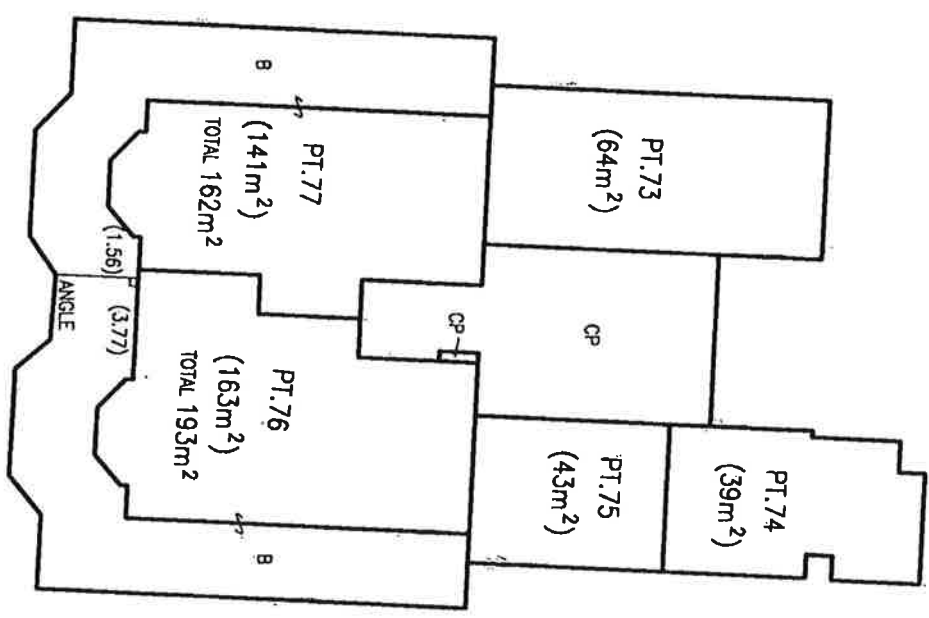
CARLETON

Surveyor: VICTOR JOHN MANSELL
Surveyor's Ref: 203467-5
Subdivision No: 13097
Lengths are in metres. Reduction Ratio 1:2000

Registered

8.7.2014

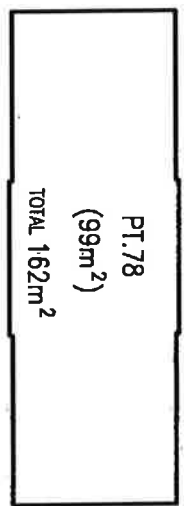
SP89767



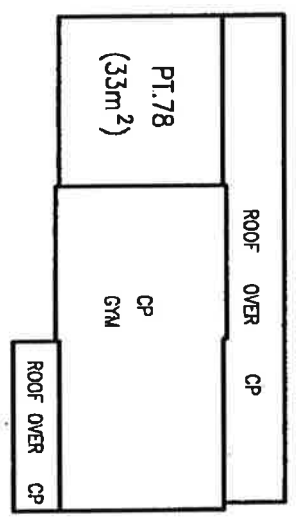
FIRST FLOOR
"CARLETON"

B-BALCONY
CP-COMMON PROPERTY

AREAS ARE APPROXIMATE AND INCLUDE
AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER TILED FLOOR
SURFACE LEVEL OF EACH BALCONY,
EXCEPT WHERE COVERED WITHIN THIS LIMIT.



FIRST FLOOR
"THE STABLES"



GROUND FLOOR
"THE STABLES"

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 203467-5 Subdivision No : 13097 Lengths are in metres. Reduction Ratio 1 : 200	Registered 8.7.2014	SP89767
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STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office use only

Office use only

Registered:  8.7.2014
Purpose: STRATA PLAN



SP89767 S

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1148982

LGA: ASHFIELD
Locality: SUMMER HILL
Parish: PETERSHAM
County: CUMBERLAND

Strata Certificate (Approved Form 5)

- (1) *The Council of ASHFIELD COUNCIL
*The Accredited Certifier ANDREW SYMONDS
Accreditation No. 878.1837
has made the required inspections and is satisfied that the requirements of:
*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and
clause 29A Strata Schemes (Freehold Development) Regulation 2012,
~~*(b) Section 88 or 88A Strata Schemes (Leasehold Development) Act 1988 and~~
~~clause 30A Strata Schemes (Leasehold Development) Regulation 2012,~~
have been complied with and approves of the proposed strata plan illustrated in
the plan with this certificate.
- (2) The Accredited certifier is satisfied that the plan is consistent with
a relevant development consent in force, and that all conditions of
the development consent that by its terms are required to be complied
with before a strata certificate may be issued, have been complied with.
- ~~(3) The strata plan is part of a development scheme.
The council or accredited certifier is satisfied that the plan is consistent
with any applicable conditions of the relevant development consent and that the plan
gives effect to the stage of the strata development contract to which it relates.~~
- (4) The building encroaches on a public place and:
*(a) The Council does not object to the encroachment of the building
beyond the alignment of

* (b) The Accredited Certifier is satisfied that the building complies with a
relevant development consent which is in force and allows the
encroachment.
- (5) This approval is given on the condition that lot(s) 1 are
created as utility lots in accordance with section 39 of the Strata Schemes
(Freehold Development) Act 1973 or section 88 of the Strata Schemes
(Leasehold Development) Act 1988.

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

The Owners - Strata Plan No 89767
"CARLETON ESTATE"
28 GOWER STREET, SUMMER HILL NSW 2421

The adopted by-laws for the scheme are:

- * Model By-laws
* together with, Keeping of Animals: Option A/B/G
* By-laws in 23 sheets filed with plan
* Strike out whichever is inapplicable

Insert the type to be adopted (Schedules 2-7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

VICTOR JOHN MANSELL OF W. BUXTON P/L
of 76 WILLISON ROAD, CARLTON NSW 2218

a surveyor registered under the Surveying and Spatial Information Act 2002,
herby certify that:

- (1) Each applicable requirement of:
* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has
been met.
* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1988
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
on appropriate assessment has been created by the surveyor to
permit the encroachment to remain.
- (3) the survey information recorded in the accompanying location plan is accurate.

Signature: V. Mansell

Date: 18/6/2014

- * Strike through if inapplicable.
* Insert the Deposited Plan Number or Dealing Number of the Instrument that created the
encroachment.

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

SURVEYOR'S REFERENCE: 203467-5

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office use only

Office use only

Registered:



8.7.2014

SP89767

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1148982

- This sheet is for the provision of the following information as required:
- A Schedule of Unit Entitlements.
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals - see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No. 13097
Date of Endorsement 19 JUNE 2014

SCHEDULE OF UNIT ENTITLEMENTS

(If space is insufficient use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	129	21	134	41	92	61	105
2	91	22	138	42	147	62	142
3	91	23	103	43	146	63	132
4	131	24	103	44	102	64	139
5	125	25	142	45	163	65	130
6	125	26	153	46	129	66	132
7	130	27	156	47	163	67	139
8	130	28	156	48	125	68	107
9	99	29	137	49	128	69	146
10	99	30	142	50	94	70	132
11	136	31	125	51	150	71	118
12	127	32	91	52	111	72	118
13	127	33	145	53	104	73	158
14	132	34	144	54	166	74	119
15	134	35	100	55	131	75	135
16	102	36	160	56	165	76	118
17	102	37	127	57	127	77	118
18	139	38	161	58	130	78	117
19	129	39	123	59	96	AGGREGATE	
20	129	40	126	60	153	10000	

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE: 203467-5

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office use only

Office use only

Registered:



8.7.2014

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1148982

SP89767

Subdivision Certificate No. 13097

Date of Endorsement 19 JUNE 2014


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

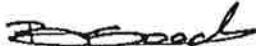
- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration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

EXECUTED UNDER SECTION 127 CORPORATIONS ACT, 2001

SAADE PROPERTY GROUP PTY LIMITED

ABN 76 139 666 425



 DIRECTOR EDWARD SAADE

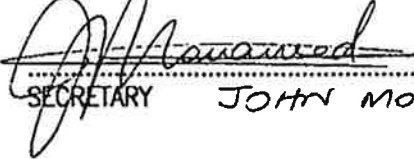

 SECRETARY BEN SAADE

EXECUTED UNDER SECTION 127 CORPORATIONS, ACT 2001

MAGNAS PROPERTY GROUP PTY LIMITED

ABN 57 106 154 107


 DIRECTOR MAGDALINE MOUAWAD


 SECRETARY JOHN MOUAWAD

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

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

 Signature of witness [Signature]
 Name of witness Jessica Sakas
 Address of witness Level 2, 275 Kent St
Sydney NSW 2000

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

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE: 203467-5

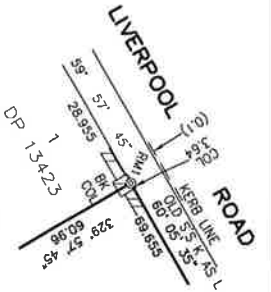


DIAGRAM 'A'
SCALE 1:400

DIAGRAM 'B'
SCALE 1:400

NO	BEARING AND DISTANCE	DESCRIPTION
RM1	139°12' - 3.46	DR&W IN RB
RM2	58° 06' - 5.12	DR&W IN PATH
RM3	144° 53' - 2.665	DR&W IN PATH
RM4	150°38'50" - 28.235	SSM 141374 FD
RM5	147°38'50" - 28.235	DR&W FD (DP18093)
RM6	147°38'50" - 28.235	DR&W IN PATH
RM7	131°07' - 0.455	DR&W IN RB FD (DP18093)
RM8	93°07' - 3.375	BRASS BOLT IN CONC FD (DP18093)
RM9	326°18' - 1.115	DR&W IN RB
RM10	285°37' - 4.49	DR&W IN PATH
RM11	55°56' - 2.42	DR&W IN CONC CROSSING
RM12	353°17'25" - 1.005	DR&W IN PATH FD (DP66808)
RM13	353°35'25" - 1.00	DR&W IN PATH FD (DP66808)
RM14	162°18'15" - 8.135	DR&W FD (DP66808)
RM15	180°22' - 0.905	DR&W IN PATH FD (DP1045977)
RM16	58°58' - 1.065	CB FD (DP13423)

DIAGRAM 'B'
SCALE 1:400

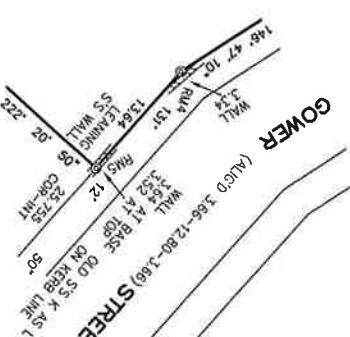


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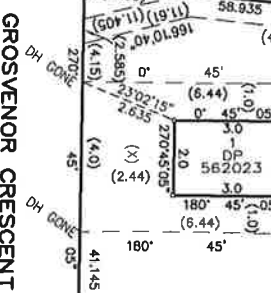


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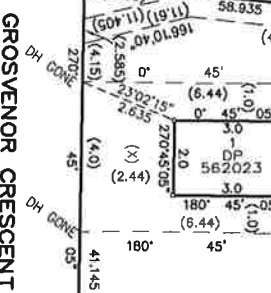


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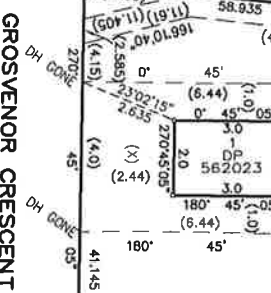


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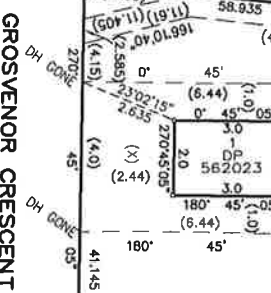


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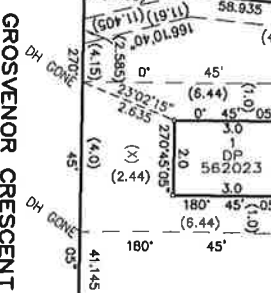


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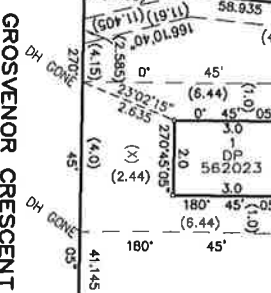


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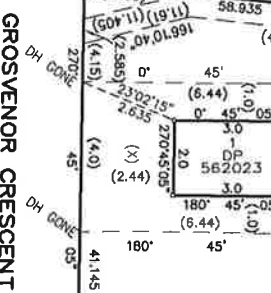


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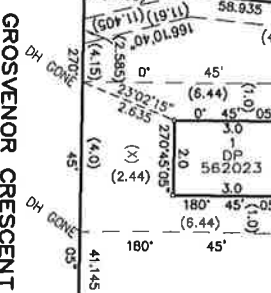


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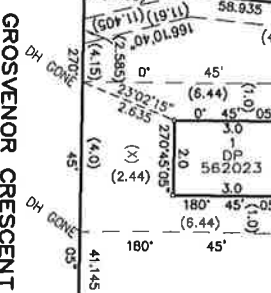


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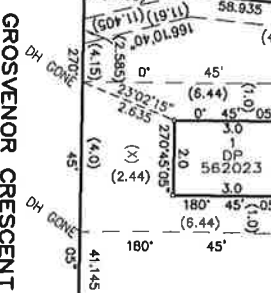


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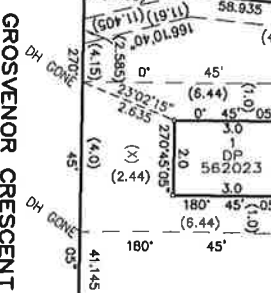


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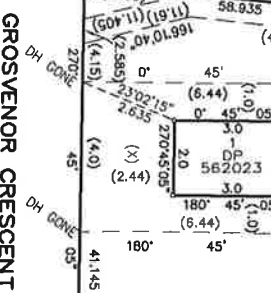


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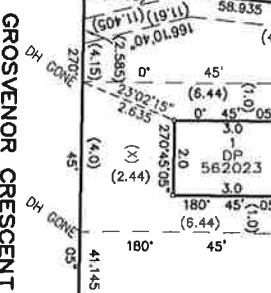


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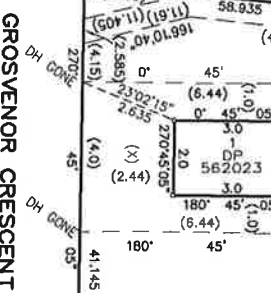


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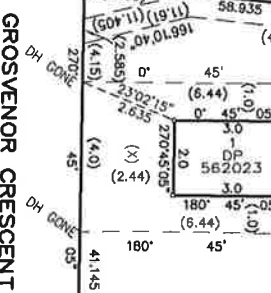


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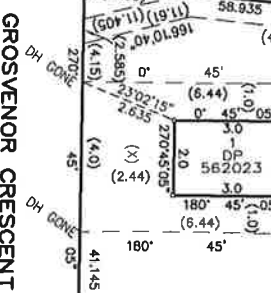


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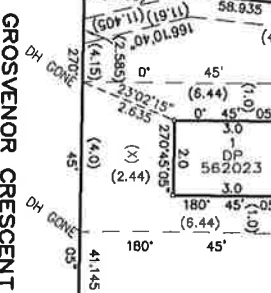


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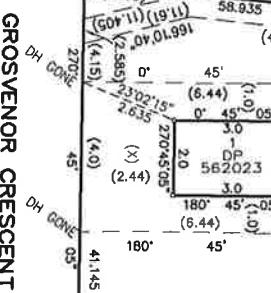


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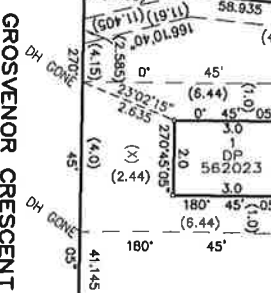


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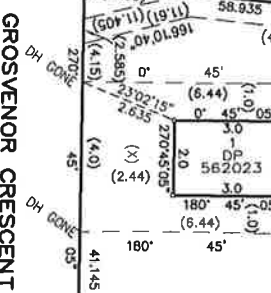


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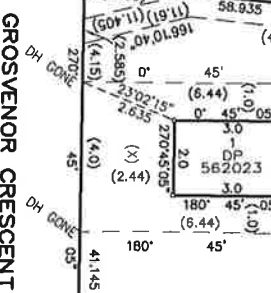


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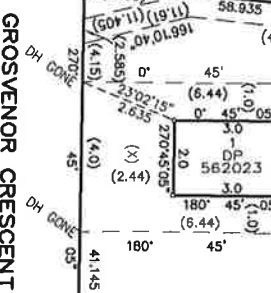


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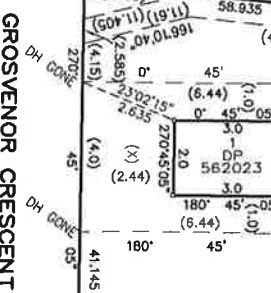


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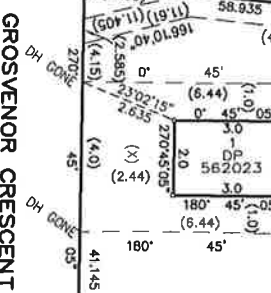


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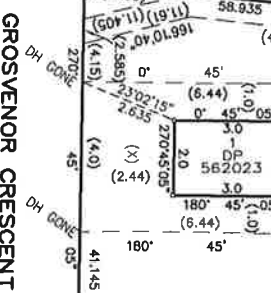


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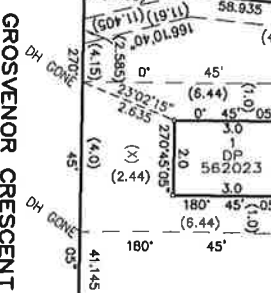


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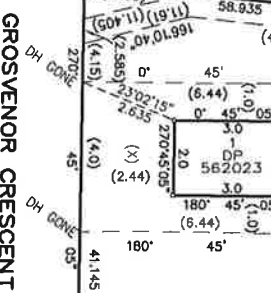


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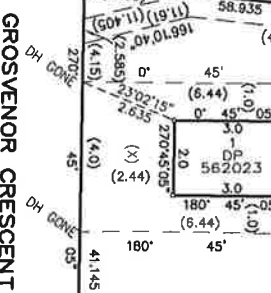


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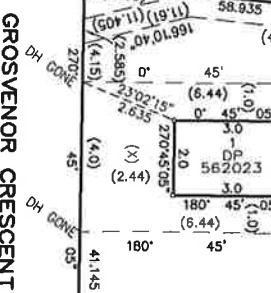


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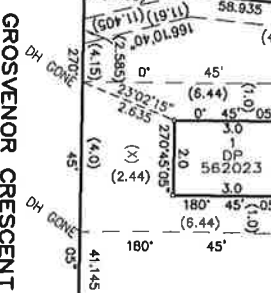


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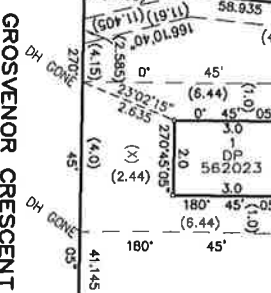


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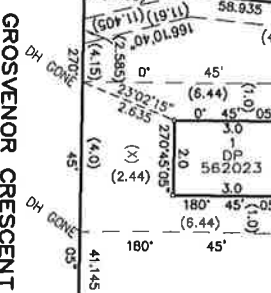


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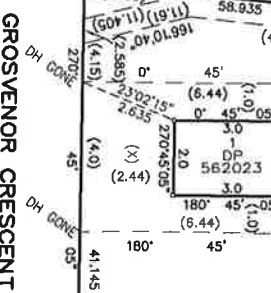


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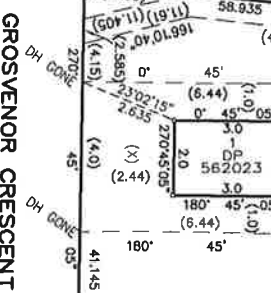


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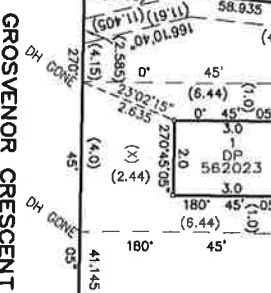


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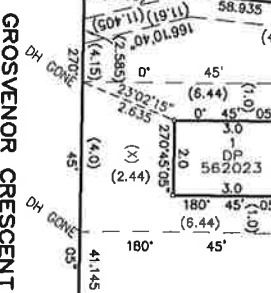


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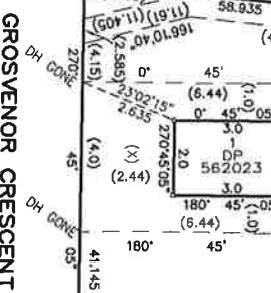


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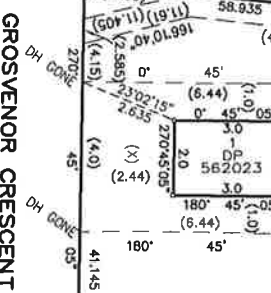


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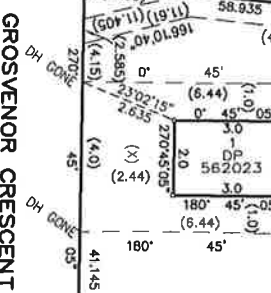


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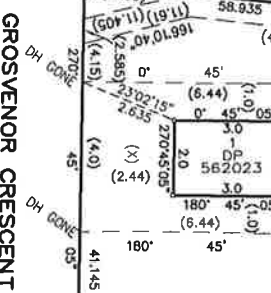


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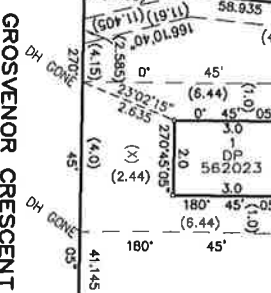


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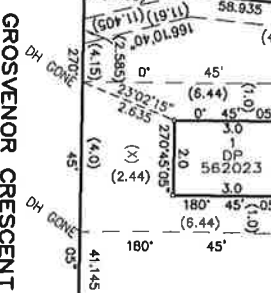


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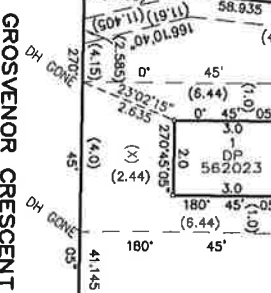


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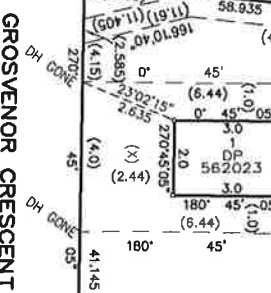


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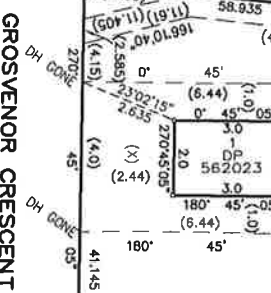


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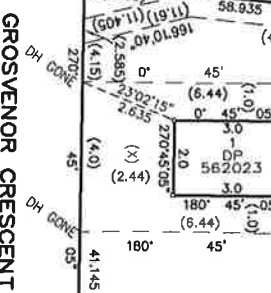


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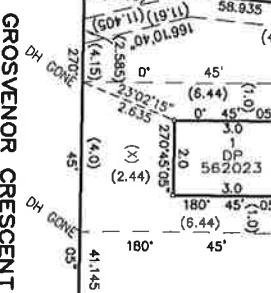


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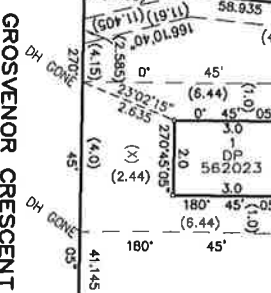


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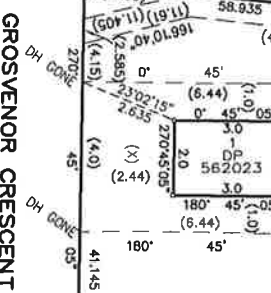


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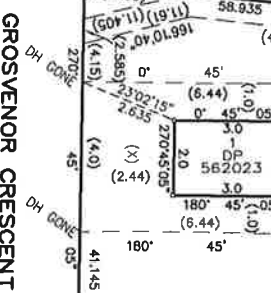


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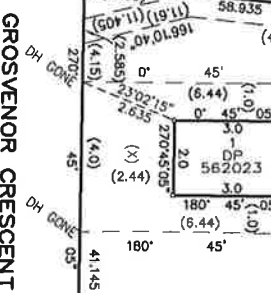


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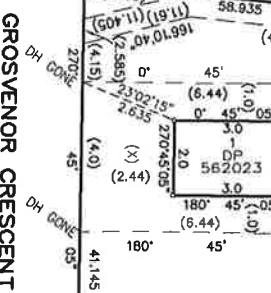


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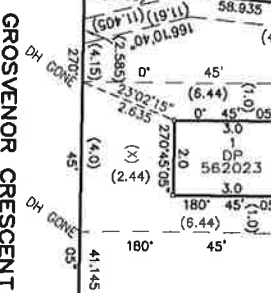


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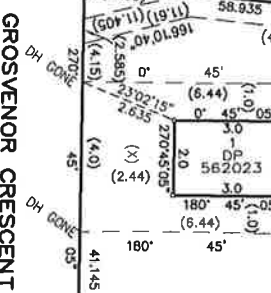


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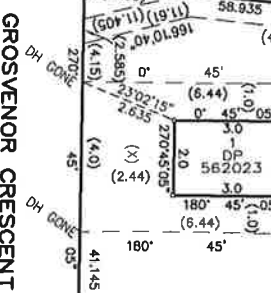


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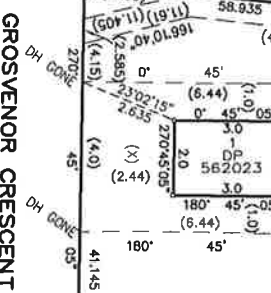


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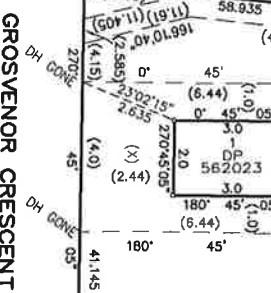
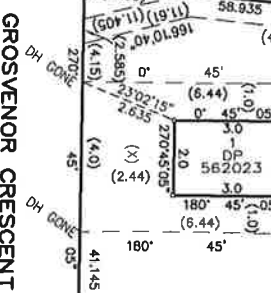


DIAGRAM 'BH'
SCALE 1:100



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1 TO 9 INCLUSIVE
OF SECTION 3 IN DP378, LOTS 1, 2 AND 3 IN
DP126307, LOTS 1 AND 2 IN DP130867, LOT 1 IN
DP302371 AND LOT 2 IN DP562023.


DP1148982

Registered:  28.06.2010

Subdivision Certificate No: 15.2009.167

Date of Endorsement: 8 JUNE 2010

WITNESS,


KYLIE RIDGE
DIRECTOR
STATE PROPERTY AUTHORITY
JONATHAN WASSELL
EXECUTIVE DIRECTOR SAMP

Lengths are in metres:

(Sheet 2 of 2 sheets)


Plan: **DP1148982**

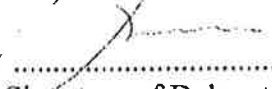
Plan of Subdivision of Lots 1 to 9 inclusive of Section 3 in DP378, Lots 1, 2 and 3 in DP126307, Lots 1 and 2 in DP130867, Lot 1 in DP302371 and Lot 2 in DP562023.


Execution

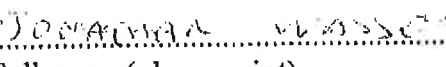
Signed by
as duly authorised by the Minister for
Disability Services in the presence of:

)
)
)
)


Signature of Witness


Signature of Delegate


Full name (please print)


Full name (please print)

REGISTERED



28.06.2010


Council Authorised Person

Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales



Section 88E(3) Conveyancing Act 1919

AI682784A

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to collect, store and use personal information for the purposes of the RP Act. The Registrar will not release this information to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	LOT 2 DEPOSITED PLAN 1148982		
(B) LODGED BY	Document Collection Box 426 m	Name, Address or DX, Telephone, and Customer Account Number if any Solomon Tulekpe 5011111111 134 807A Reference:	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land SAADE PROPERTY GROUP PTY LIMITED - 76 139 666 425 MAGNAS PROPERTY GROUP PTY LIMITED - 57 106 154 107		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant Nature of Interest Number of Instrument Name Mortgage AF679227 WESTPAC BANKING CORPORATION		
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 ASHFIELD COUNCIL		

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

DATE 17 JUNE 2014

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

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

Signature of witness: William Daskalopoulos Signature of authorised officer: [Signature]
Name of witness: WILLIAM DASKALOPOULOS Name of authorised officer: PHIL STRAIN
Address of witness: 260 Liverpool Road Position of authorised officer: DIRECTOR PLG
Ashfield NSW LEVIT.

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

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

Company:

Authority:

See execution page attached

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AF679227

, agrees to be bound by this positive covenant.

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of mortgagee:

Name of witness:

See execution page attached

Address of witness:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

OFFICE OF THE REGISTRAR GENERAL / 10.01.2011/066.1 / 2011

ANNEXURE "A" OF POSITIVE COVENANT IN FAVOUR OF ASHFIELD COUNCIL SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88E(3) OF THE CONVEYANCING ACT 1919.

1 Terms of Positive Covenant

The registered proprietors covenant with the Council that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

1. The Registered Proprietor will –
 - a) Keep the structure and works clean and free from silt, rubbish and debris
 - b) Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
 - c) Refer to Maintenance Schedules prepared by United Consulting Engineers dated 29/5/2014 and held at Council offices under D.A.10.2011.066.1. A copy of these schedules are available to all owners and occupiers of the burdened lots.
2. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of any emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
3. By written notice the Council may require the registered Proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the; structure and works and that extent section 88F(2) (a) of the Act hereby agree to be amended accordingly.
4. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 3 hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - a) Any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
5. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed on the Plan by United Consulting Engineers Pty Limited Drawing No. 10MB4282/Sheets 1 to 4 and certified at work as executed plans by W Buxton Pty Limited dated 19 March 2014 (Councils File Ref: 10.2011.066.1 dated 19 October 2011) including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, and surfaces designed to temporarily detain stormwater on the land.

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales



AI682785X

Section 88E(3) Conveyancing Act 1919

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**

LOT 2 DEPOSITED PLAN 1148982

(B) **LODGED BY**

Document Collection Box 426 m	Name, Address or DX, Telephone, and Customer Account Number if any SU10mn Tudehope Strickland 134 807A Reference: _____	CODE RV
--	--	-----------------------

(C) **REGISTERED PROPRIETOR**

Of the above land
SAADE PROPERTY GROUP PTY LIMITED - ABN 76 139 666 425
MAGNAS PROPERTY GROUP PTY LIMITED - ABN 57 106 154 107

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AF679227	WESTPAC BANKING CORPORATION

(E) **PRESCRIBED AUTHORITY**

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

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

DATE 17 JUNE 2014

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

Signature of witness: <i>William Daskalopoulos</i>	Signature of authorised officer: <i>[Signature]</i>
Name of witness: WILLIAM DASKALOPOULOS	Name of authorised officer: PHIL SARIN
Address of witness: 260 Liverpool Road Ashfield NSW	Position of authorised officer: DIRECTOR PLG & ENVT.

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

Company:

Authority:

See execution page attached

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(H) The mortgagee under mortgage No. AF679227

agrees to be bound by this restriction.

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

Signature of witness:

Signature of mortgagee:

Name of witness:

See execution page attached

Address of witness:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Office of the Registrar-General / SIC.STRATFORD / REL.

ANNEXURE "A" OF RESTRICTION ON USE OF LAND IN FAVOUR OF ASHFIELD COUNCIL SETTING OUT TERMS OF RESTRICTION ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88E(3) OF THE CONVEYANCING ACT 1919.

1 Terms of Restriction On Use Of Land

On Site Detention

"The registered proprietor covenants as follows with Ashfield Council in respect to the structure erected on the land described as "On Site Stormwater Detention System" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) as described by the plans by United Consulting Engineers Pty Limited drawing No. 10MB4282/Sheets 1 to 4 and certified at work as executed plans by W Buxton Pty Limited dated 19 March 2014 of Ashfield Council Development Consent No. 10.2011.066.1 dated 19 October 2011 and the conditions of such consent."

The Registered Proprietor shall not –

- (i) Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- (ii) Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the Authority.
- (iii) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E (5) of the Conveyancing Act, 1919.

Authorised Ashfield Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.

In the event of the registered proprietor not complying with the notice, Council or its authorised agents may enter and carry out the specified work, and recover the costs due.

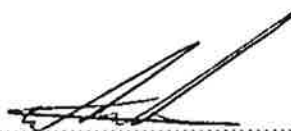
Name of Authority whose consent is necessary to release, vary or modify the terms referred above.

Ashfield Council

Executed under Section 127 Corporations Act 2001

Saade Property Group Pty Limited

ABN 76 139 666 425



Director Edward Saade



Secretary Benoit Saade


Executed under Section 127 Corporations Act 2001

Magnas Property Group Pty Limited

ABN 57 106 154 107



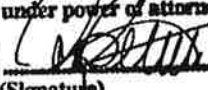
Director Magdaline Mouawad



Secretary John Mouawad


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

SIGNED by FORNEY KLEINER BARRIST
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 332


(Signature) Tier Three Attorney

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

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

Signature of witness 
Name of witness Jessica Szakacs
Address of witness Level 3, 275 Kent St
Sydney NSW 2000

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

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AP591606H

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 89767

(B) **LODGED BY**

Document
Collection
Box

573X

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

Network Strata Services Pty Limited 123421L
P O Box 265
HURSTVILLE BC NSW 1481

Reference: 89767

CODE

CH

- (C) The Owners-Strata Plan No. 89767 certify that a special resolution was passed on 5/8/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. SPECIAL BY-LAW 22, 23
- Amended by-law No. NOT APPLICABLE
- as fully set out below:

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 89767 was affixed on 26/9/2019 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: Anita Dalag

Authority: Netstrata-Managing Agent

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

**Strata Plan 89767**
28 GOWER STREET SUMMER HILL

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 08/07/2014

1 Residential Use

1.1 Residential Lots can only be used for by owners of occupiers as follows:

- (a) Residential use or by leasing subject to the Residential Tenancies Act 2010. Other short term uses such as temporary rental of rooms, services apartments, backpacker use, are not permitted.
 - (b) That no more than two adult people may occupy any bedroom and no bedroom may contain more than two beds. This excludes children's beds, cots and bassinets; and
 - (c) Use of rooms for sleeping accommodation, other than rooms designated in the Development Consent as bedrooms is prohibited;
- 1.2 Home occupation, if permitted under the LEP is not prohibited by this by-law.

2 Leasing of Residential Lots

2.1 Owners must ensure that:

- (a) The letting of any lot is recorded under the terms of a residential lease under the Residential Tenancies Act 2010;
- (b) That any leasing agent is made aware of the restrictions on use imposed under the by-law 1;
- (c) all reasonable endeavors are taken to ensure compliance with by-law 1; and
- (d) that a copy of these by-laws, as registered, is attached to any residential lease entered into (this is also a requirement of the Residential Tenancies Act 2010).

3 Floor Coverings

3.1 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.

3.2 If an owner is replacing a floor finish in a room within his lot which is above a habitable room of another lot with material that is not carpet, the minimum impact sound isolation standard to be achieved for the first floor finish must be the standard set by the Australian Association of Acoustical Consultants in their document: "Association of Australian Acoustical Consultants - Guideline for Apartment and Townhouse Acoustic Rating - September 2010" or other replacement or updated version of this document as may be operative at the date of the contemplated replacement floor finish.

<http://www.aaac.org.au/au/aaac/>

3.3 An owner who wishes to change any flooring within a lot must:

- (a) first apply to the Owners Corporation for approval to change the flooring, which will not be unreasonably withheld, provided that the application contains sufficient information to enable the Owners Corporation to satisfy itself that the proposed floor construction when correctly applied to the floor will achieve the requirements of this by-law regarding noise transmission will be satisfied. The Owners Corporation is entitled to require a written opinion from an acoustic engineer or test result; and
- (b) Following this installation of the flooring, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriate qualified person to demonstrate this by-law has been complied with. Suitable evidence can consist of:
 - i) Compliance impact testing verifying that the 4 Star Rating has been achieved; and/or
 - ii) a report by an acoustic engineer that the floor has been inspected to ensure that the installation has been

Report Date: 24th September 2019

Strata Plan 89767

28 GOWER STREET SUMMER HILL

conducted correctly and that, in the opinion of the engineer, compliance with the requirements of by-law 3.3 has been achieved.

3.4 Any owner who replaces any flooring installed by the Original Owner takes sole responsibility for the cost of installation, repair, maintenance and replacement of the new floor covering and is solely responsible to the Owners Corporation if this by-law is not complied with.

3.5 Occupiers may not apply to the Owners Corporation from permission to change floor coverings because of the provisions of by-law 3.4, all applications must come from lot owners.

3.6 The Owners Corporation can delegate supervision of this by-law to the Executive Committee.

4 Keeping of Animals

4.1 Subject to section 49(4) of the Management Act, an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation keep any animal (except one cat or one small dog (not to exceed 14kg in weight) or a small caged bird, or fish in a secure aquarium on the lot) on the lot or common property.

4.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

4.3 If an owner or occupier of a lot keeps any animal on the lot then the owner or occupier must:

- (a) notify the Owners Corporation that the animal is being kept on the lot; and
- (b) keep the animal within the lot; and
- (c) carry the animal when it is on the common property or keep it on a lead; and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

RULES

4.4 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and
- (b) must ensure that, when on any other part of the common property the animal is accompanied by the owner or occupier; and
- (c) is liable to the owners and occupiers of other lots and each other person lawfully on the common property for:
 - i) any noise which is disturbing to an extent which is unreasonable; and
 - ii) for any damage or loss of property or injury to any person caused by the animal; and
- (d) is responsible for cleaning up after that animal which on the common property;
- (e) No Excluded Dog is permitted within a lot or common property at any time.

4.5 This by-law applies to any owner, occupier or visitor to the building.

4.6 Excluded Dog means:

- (a) American Pit Bull Terrier or Pit Bull Terrier
- (b) Japanese Tosa;
- (c) Dogo Argentino;
- (d) Fila Brasileiro;
- (e) any other dog of a breed, kind or description whose importation into Australia is prohibited by the Customs Act 1901 of the Commonwealth, or
- (f) any dog declared by an authorised officer of a council under the Companion Animals Act 1998 (or the regulations passed under that Act) to be a restricted dog.

5 Noise

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

Strata Plan 89767
28 GOWER STREET SUMMER HILL

6 Cleaning of Windows and Doors

Standard By-Laws 6 was repealed by the Owners Corporation on 30/08/2017

7 Garbage Disposal and Recycling

7.1 The strata scheme has shared receptacles for garbage, recyclable material or waste and an owner or occupier:
(a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, 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 or occupier 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.

7.2 The Original Owner will enter into a garbage and waste removal contract with an appropriate contractor or contractors and to assign or novae any contract/s to the Owners Corporation. The Owners Corporation may accept the assignment or novation (as the case may be) of any contract at the First Annual General Meeting or enter into similar arrangements as decided at the meeting and, must maintain the appropriate garbage removal contracts throughout the life of the strata scheme. The cost of any contract/s must be shared between the lots on a unit entitlement basis.

7.3 Owners and occupiers are liable for any damage to any other person or property following a breach of this by-law.

8 Curtains Etc

(a) any curtain, shutter or other treatment in a window or door, which faces public or common areas, must have a backing coloured white.

(b) vertical drapes are prohibited as window treatment in any window or door.

9 Air Conditioning in the Building**WITHIN INDIVIDUAL LOTS**

9.1 All Air Conditioning Equipment is owned by and the sole responsibility of the relevant lot owner, whether that equipment is located within a lot or within common property.

9.2 Each lot owner:

(a) must maintain, replace or repair the Air Conditioning Equipment as necessary;

(b) bears the sole responsibility of insuring the Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment; and

(d) must repair damage to common property of the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

9.3 Each lot owner has exclusive use and enjoyment of any part of the common property on or in which his or her Air Conditioning Equipment installed.

WITHIN COMMON PROPERTY

9.4 Where air conditioning has been installed in common areas, the Owners Corporation owns the Air Conditioning equipment installed.

9.5 The Owners Corporation must comply with this by-law.

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9.6 The cost of insurance, maintaining, servicing and replacing of the Air Conditioning Equipment servicing common property is borne by the owners on a unit entitlement basis.

10 Installation of Audio/Audio Visual Equipment/Other Fixtures/Fittings to Interlot Walls and Ceilings

10.1 Owners and occupiers must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment or other fixtures or fittings to the inter lot wall or ceiling of a lot.

10.2 The Owners Corporation must consent to the proposed installation or attachment if the owner or occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity of the wall and ceilings will not be compromised by the proposed installations.

10.3 Following installation of any equipment, the owner lot must provide the Owners Corporation with certificate/s from the structural and acoustic engineer that all works and installations have not compromised the structural or acoustic integrity of the walls or ceiling affected.

10.4 In undertaking any work to walls, whether inter-tenancy walls or otherwise:

(a) owners or occupiers must satisfy themselves as to whether the relevant wall or ceiling can bear the load of the equipment being installed; and

(b) owners or occupiers must not cut into fire rated walls (e.g. to conceal cabling or wiring) unless they fully comply with the

requirements of the Building Code of Australia to preserve the fire rating of the wall or ceiling.

11 Building Works**11.1 Notice to Owners Corporation**

An Owner must not alter the structure of a lot without giving to the Owners Corporation at least 14 day's notice.

11.2 The notice under the by-law 11.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

(a) the estimated period of time for the carrying out of the proposed alterations;

(b) the nature and extent of the proposed alterations;

(c) whether any common property will be affected; and

(d) whether the consent of the Community Association Is required in accordance with the provisions of the Community Management Statement.

12 Structural Support in the Building

An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

13 Change in Use of a Lot to be Notified

13.1 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 that 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

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rather than residential purposes).

13.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the relevant council zoning or codes and if Council consent is required for any change of use, consent must be obtained and a copy of the council consent must be furnished to the Owners Corporation

14 Storage of Inflammable Liquids and Other Substances and Materials

(a) 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 Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.

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

15 Security Keys

15.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

15.2 The Owners Corporation must make Security Keys available to:

(a) Owners; and

(b) persons authorised by the Owners Corporation.

15.3 The Security Keys provided to persons under by-law 15.2 need only provide access to the parts of the building which those persons are entitled to access.

15.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an owner of a lot.

15.5 An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including appropriate stipulation in any lease or license of a lot to the occupier to ensure the return of the Security key to the owner of the Owner's Corporation.

15.6 A person to whom a Security Key is made available must:

(a) must not duplicate or copy the Security Key;

(b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;

(c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and

(d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16 Signage

16.1 Owners or occupiers must not, without the consent of the Executive Committee, erect flags, banners, advertising or other signs on or within the lots, including courtyards that are visible from outside the building. This restriction includes, without limitation, signs that advertise that the lot is for sale or available to for lease.

16.2 The Executive Committee may require owners or occupiers of lots to take down any Sign servicing their lot that is unauthorised or does not comply with this by-law or any other condition imposed by the Executive Committee. If any direction by the Executive Committee to remove a sign is breached or ignored by the owner or occupier, the Executive Committee may remove or procure the removal of the offending sign at the cost of the relevant owner or occupier.

17 Electrical

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Owners or occupiers must not overload the electrical facilities provided to their lots. If overloading occurs, all costs associated with repairs to the lot or the Building are the sole responsibility of the party causing the overload.

18 Drying of Laundry Items

Standard By-Laws 18 was repealed by the Owners Corporation on 30/08/2017

19 Appearance of Lot and Balcony

The owner or occupier of a lot must not store or display any item in a lot or on a balcony which is visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the building.

20 Balconies and Gardens

20.1 Balconies within the building are not to be enclosed by any screens, blinds, windbreaks, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation and the Council.

20.2 An owner or occupier must keep all internal gardens and balconies clean, tidy and well maintained.

20.3 If there are planter boxes on or within a balcony of a lot an owner or occupier must:

- (a) properly maintain the soil in the planter boxes; and
- (b) when watering the plants or soil make sure that the water does not go on to common property or another lot.

21 Water on Balconies

21.1 Owners and Occupiers, when watering plants, washing windows or cleaning balconies must:

- (a) ensure that no water escapes from their balconies; and
- (b) not flush water or any other waste down the balcony floor drain. These are designed to take minimal overflow only and are not for general drainage purposes or for overuse.

21.2 Owners and occupiers are responsible for any damage caused to another person, property, common property or Building plant and equipment caused by any breach of this by-law.

22 Furniture and Possessions on Balconies

22.1 Owners and occupiers of lots must ensure that any furniture, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony. Without limitation:

- (a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions;
- (b) all furniture must have suitable acoustic padding on legs so as to minimise excessive or offensive noise when being used or moved;
- (c) any umbrellas must be weighed at the base;
- (d) umbrellas must never be left up when balcony is not in use or in high winds; and
- (e) all portable items (e.g. towels, toys, utensils etc.) should be removed from the balcony or stored securely when the balcony is not in use.

22.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies.

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23 Satellite Dishes

Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the Building.

24 Vehicles

Standard By-Laws 24 was repealed by the Owners Corporation on 31/08/2015

25 Use of Car Parking Spaces

25.1 On-site car-parking spaces, except spaces for service vehicles (Le.the loading dock) must only be used by occupants of the Building. Owners and occupiers are not permitted to lease, license or transfer ownership of any car-parking space to anyone but the occupant of the building.

25.2 If a lot comprises of a parking space for car parking such space must only be used for the parking of a registered and operational motor vehicles and motor cycles and must not be used for any other purpose without the consent of the Owners Corporation, including;

- i) as a storage area;
- ii) for the washing of vehicles or equipment
- iii) for the carrying out of mechanical or other repairs.

25.3 An owner or occupier must not except with the prior written consent of the Owners Corporation, install or erect any storage facility, whether fixed or moveable within a car space.

25.4 A car space must not except with the prior written approval of the Owners Corporation be enclosed.

25.5 The Owners Corporation is not responsible for:

- i) Anything stolen from a car space; or
- ii) Damage to a motor vehicle, a motor cycle or anything else in a car space including damage to motor vehicles or motor cycles entering or leaving a space.

26 Garden Plots

26.1 The owner and/or occupier of the residential lots with a garden plot allocation must ensure that:

- I. So far as practicable, any grass and plants in the garden plot are maintained in a healthy condition;
- II. Any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable;
- III. The garden plot is properly maintained and kept in a state of good repair in accordance with the directions given by the

Owners Corporation from time to time;

IV. The concrete borders of the garden plot are not interfered with or damaged;

V. They do not grow fruit trees and or plants likely to attract and be a source of food for pests.

VI. Written permission is sought from the owners corporation for erection of any fence.

VII. In watering plants in the garden lot an Owner or Occupier must:

- a. Be careful not to cause any water to overflow outside of their lot;
- b. Not detrimentally affect common property or any other lot and
- c. Not have a mechanical watering system installed on their lot

26.2 If an owner or occupier fails to comply with this by-law 26 the Owners Corporation may give notice requiring compliance.

26.3 If an owner or occupier fails to comply with a notice given under this By-law 26, the Owners Corporation or the Building Manager if one has been appointed, may at the expense of the owner or occupier, carry out work reasonably necessary to ensure compliance with this by law 26.

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26.4 Any expense incurred by the Owners Corporation or the Building Manager under this by-law 26 is recoverable as a debt against the owner or occupier in a court or tribunal of competent jurisdiction.

27 Storage of Bicycles

An owner or occupier must not:

- (a) permit any bicycle to be stored in the common property in the common property except in designated areas; nor
- (b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony, or other parts of the common property as may be designated by the Owners Corporation from time to time.

28 Moving Furniture and Other Objects on or Through Common Property

28.1 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 or any other delegate of the Executive Committee so as to enable protective covering to be installed in the lifts, a lift key be booked and to enable a representative to be present at the time when the owner or occupier does so.

28.2 All movements of furniture, large objects, move-ins and removals are to be conducted only as follows:

- (a) via the loading Dock;
- (b) using only the lift that has been reserved and fitted with protective covering;
- (c) trucks must be suitable to enter the loading Dock and may not park in any way as to impede orderly flow of traffic to and from the car park and loading Dock or park on other common property; and
- (d) moves not booked in accordance with by-law 28.1 will be turned away until by-law 28.1 has been complied with.

28.3 Owners and occupiers are liable for any damage caused to any person, property or common property by their removalists or delivery persons and therefore are responsible for ensuring that their contractors are properly insured.

29 Obstruction of Common Property

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

30 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not:

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

31 Damage to Common Property

31.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that

forms part of the common property without the approval in writing of the Owners Corporation.

31.2 An approval given by the Owners Corporation under by law 31.1 cannot authorise any additions to the common property.

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31.3 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 owners lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects on the lot; or
- (c) any structure or device to prevent harm to children.

31.4 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.

31.5 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 by law 31.3 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 of any locking or safety device, screen, other device or structure referred to in by-law 31.3 that forms part of the common property and that services the lot.

32 Behaviour of Owners and Occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use improper 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 the common property.

33 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 remain on common property compromising a laundry, car parking area or other area of possible danger or hazard to children.

34 Behaviour of Invitees

An owner or occupier of a lot must take all reasonable steps to ensure that all 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 a common property.

35 Depositing of Rubbish and other Material on Common Property

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

36 Notice Board

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

37 Lifts

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37.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all Building lifts installed within common property within the Building (Service Contract). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

37.2 The cost of the Service Contract for the Building lifts is payable by all lot owners on a unit entitlement basis.

37.3 Owners and occupiers must:

- (a) Not allow children to operate any lifts;
- (b) Obey the instructions regarding use and operation of lifts issued from time to time by the Executive Committee; and
- (c) Take all reasonable steps to ensure that any invitees or occupiers of their lots are aware of the requirements of and comply with this by-law.

38 Recreation Activities

38.1 The Recreational Facilities within the Building can only be used by occupiers of the Building.

38.2 All costs in relation to the use, operation, maintenance and repair of the Recreational Facilities must be borne by the Owners Corporation.

38.3 The following conditions apply to the use of the Recreational Facilities by the occupiers of the Building:

- (a) The Recreational Facilities may only be used between the hours of 6.00 am and 9.00 pm or other hours nominated by the Executive Committee
- (b) Children under the age of 18 years may only use the Recreational Facilities when accompanied and supervised by an adult;
- (c) glass objects, drinking glasses, food, alcohol and sharp objects are not permitted in the Recreational Facilities;
- (d) No plant or equipment can be interfered with, operated or adjusted, except with approval of the Executive Committee;
- (e) all users must carry a towel and be appropriately dressed when passing through the common property;
- (f) Use of inflatable pool toys, balls or boogie boards is prohibited;
- (g) Non-resident owners are prohibited from using the Recreational Facilities;
- (h) A person using the Recreational Facilities with the express or implied consent of an occupier may use the Recreational

Facilities provided that they comply with any rules about their use.

38.4 The Executive Committee for the Building can make rules for the use of the Recreational Facilities, including specifying hours of use and making bookings for use.

39 Bathroom Facilities within the Common Property

These are provided for use in connection with the use of the Recreational Facilities and must not be used for any other purpose.

40 Access to Services and Plant and Equipment Rooms

40.1 S.65 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under s.65.

40.2 Owners and occupiers of lots must allow access to the Owners Corporation, its agents, employees or contractor's access to their lots for the purpose of carrying out any necessary works or servicing of the building or its services, even when access to that plant, equipment or services is via that owner or occupier's lot. The Owner Corporation, via the Executive Committee or the Strata Manager must except in a case of emergency, endeavour to

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give reasonable notice and make an appointment for any required access.

41 Rules

41.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation use and enjoyment of the common property and parcel.

41.2 The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirement of any competent authority, the by-laws or requirements of the authority prevail.

41.3 The rules bind owners, occupiers and a mortgage in possession of a lot.

42 Other Service Agreements

42.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Consent or for the good order and management of the Building.

42.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements through the life of the strata scheme.

42.3 The cost of any service agreement is payable by all lot owners whose lots receive the benefit of any service contract in the proportion that his or her lot bears to the total unit entitlement of lots that receive the benefit.

43 Provision of Amenities or Services

43.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the lots, or to the owners or occupiers including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

43.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a lot to an owner or occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

44 Rectification of Settlement Cracks

44.1 Pursuant to Section 62 (3) of the Management Act, the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;

(a) Any damage or defect is limited to settlement or shrinkage cracks that do not affect the structural integrity of the

building/s;

(b) the damage has not been caused by impact or other insurable events;

(c) the damage has no material effect upon the utility of a lot.

44.2. If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1 (a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.

44.3. If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject

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lot if the damage or defect is determined to be caused by settlement or shrinkage.

45 Repairs and Maintenance of Common Property

The Owners Corporation in addition to the powers and authorities conferred on it by or under the Management Act and these bylaws, shall have the power and duty to:

- (a) paint the outside of the Building on at least one occasion in every period of seven (7) years;
- (b) replace the carpet in the common property of the Building every seven (7) years;
- (c) repaint the inside of the Building every five (5) years;
- (d) replace all fittings in the common property of the building every five (5) years;
- (e) overhaul and repair all gymnasium equipment every two (2) years;
- (f) replace the enclosure of the lifts every eight (8) years;
- (g) replace the carpet in the lifts every three (3) years;
- (h) repaint and refurbish the pool and pool areas every four (4) years;
- (i) reseal the concrete driveways every three (3) years;
- (j) clean all windows and window frames every six (6) months.

46 Exclusive Use Enclosure of Common Property to Form Balconies Lot 60

46.1 The owners for the time being of lot 60 in the strata scheme and any persons authorized by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property being the roof space that

immediately adjoins the southern wall of lot 60 noted on the Strata Plan as EUB1 (hereinafter referred to as "the exclusive use area") as a private courtyard subject to the following terms and conditions;

- a) The exclusive use area shall only be used as private open space;
- b) The exclusive use area must be maintained in a clean and tidy state by the owners of lot 60 at no cost to the Owners Corporation.
- c) The owners of lot 60 must pay all costs of maintenance, care and replacement of landscape, paving, plans or others materials used within the exclusive use area without claim on the Owners Corporation;
- d) The owners of lot 60 shall be conferred with the right to erect a permanent or semi-permanent structure of any sort however must supply detailed plans of the structure to the Owners Corporation within 21 days of installation.
- e) Any pets in the exclusive use area are to be supervised at all times and are required to have the approval of the Owners Corporation (as per the specifications provided in By-Law4).

46.2 This by-law may be revoked at any time via a Special Resolution of the Owners Corporation and with the permission of lot 60.

47 Exclusive Use Enclosure of Common Property to Form Balconies Lot 69

47.1 The owners for the time being of Lot 69 in the strata scheme and any persons authorized by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property being the roof space that immediately adjoins the southern wall of Lot 69 noted on the Strata Plan as EUB2 (hereinafter referred to as "the exclusive use area") as a private courtyard subject to the following terms and conditions;

- a) The exclusive use area shall only be used as private open space;
- b) The exclusive use area must be maintained in a clean and tidy state by the owners of lot 69 at no cost to the Owners Corporation.
- c) The owners of lot 69 must pay all costs of maintenance, care and replacement of landscape, paving, plans or others materials used within the exclusive use area without claim on the Owners Corporation;

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d) The owners of lot 69 shall be conferred with the right to erect a permanent or semi-permanent structure of any sort

however must supply detailed plans of the structure to the Owners Corporation within 21 days of installation.

e) Any pets in the exclusive use area are to be supervised at all times and are required to have the approval of the Owners Corporation (as per the specifications provided in By-law 4).

47.2 This by-law may be revoked at any time via a Special Resolution of the Owners Corporation and with the permission of lot 69.

48 Exclusive Use Enclosure of Common Property to Form Courtyard Lot 72

48.1 The owners for the time being of Lot 72 in the strata scheme and any persons authorized by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property being the grassed area that immediately adjoins the balcony of Lot 72 noted on the Strata Plan as EUB3 (hereinafter referred to as "the exclusive usearea") as a private courtyard subject to the following terms and conditions;

a) The exclusive use area shall only be used as private open space;

b) The exclusive use area must be maintained in a clean and tidy state by the owners of lot 72 at no cost to the Owners Corporation.

c) The owners of lot 72 must pay all costs of maintenance, care and replacement of landscape, paving, plans or others

materials used within the exclusive use area without claim on the Owners Corporation;

d) Any pets in the exclusive use area are to be supervised at all times and are required to have the approval of the Owners Corporation (as per the specifications provided in By-Law4).

48.2 This by-law may be revoked at any time via a Special Resolution of the Owners Corporation and with the permission of lot 72.

The Following are the Special By-laws registered with the scheme.**1 Absolution of Appliance Maintenance****Registration Date: 29/08/2014**

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

2. The type of appliances referred to in this By-law shall include, but not be limited to;

(i) Bathroom & Kitchen Exhaust Fans

(ii) Light Fittings and Down lights

(iii) Air-Conditioning Apparatus

(iv) Alarm Systems

(v) Individual Garage Door Motors

(vi) Hot water heaters servicing only one lot.

2 Access for Inspection of Fire Services**Registration Date: 29/08/2014**

A) Definitions

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.

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'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,

B) Duties of Owners

That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;

(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

C) Duties of the Owners Corporation

That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

D) Indemnity

i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to be Issued.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) Carry out all work necessary to perform the obligation;

ii) Enter upon any part of the parcel to carry out that work; and

iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

3 Alterations and Additions to Fire Doors**Registration Date: 29/08/2014****A) Definitions**

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will then have the same meaning as those words are attributed under that Act,

B) Duties of Owners

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not;

(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

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(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

D) Indemnity

i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

- i) carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work; and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot.

4 Installation of Foxtel**Registration Date: 29/08/2014**

Pursuant to By-Law 19, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install Foxtel satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;
- (b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

5 Installation of Security Screens**Registration Date: 29/08/2014**

1. Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Executive Committee.

2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Executive Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;

3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.

6 Service of Documents by Owners Corporation**Registration Date: 29/08/2014****PART 1 - Preamble**

(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those

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already specified in the Strata Schemes Management Act 1996 (NSW).

(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 - Definitions & Interpretation

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
- (g) Owner means the owner of the Lot
- (h) Owners Corporation means the owners corporation created by the registration of strata plan 89767
- (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

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

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

PART 3 - Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

- (a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;
- (b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;
- (c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;
- (d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

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4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

7 Enclosure of Storage Spaces**Registration Date: 24/02/2015**

Each owner for the time being of each lot is permitted to erect cages (herein after referred to as the "enclosures") to enclose each of the storage spaces that form part of their lot subject to the following terms and conditions;

(a) The owners of any lot proposing to undertake the installation of any enclosures must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the enclosures are to be installed;

(b) the enclosures shall always remain the sole property of the owner for the time being of the lot which they service;

(c) the style and design of the first of any one type of the enclosure to be notified to the secretary or the strata managing agent will, if it complies with subclause (1)(a) to (l) hereof, shall set the precedent for any other similar installations of enclosures that may be proposed elsewhere in the strata scheme;

(d) the owners of any lot undertaking the installation of any enclosures must obtain all necessary permits, licenses or consents required by local authority or statutory or lawful authority for such installation;

(e) the owners of any lot installing any enclosures must ensure that they comply with all current fire safety regulations and are at all times maintained so as to comply with such regulations and any future fire safety or other regulations that may be imposed upon such installations;

(f) in compliance with subclause (e) all enclosures must be of a suitably pervious material that does not interfere with the free flow of air throughout the garage area of the strata scheme;

(g) the installation of any enclosures must be effected in a workmanlike manner by licensed and insured tradespersons;

(h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any enclosures must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;

(i) the enclosures must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(j) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before any enclosures are to be replaced or renewed;

(k) all paint, stain and trim finished applied to the enclosures shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the owners corporation .

(l) the walls and door/s and all attendant mechanisms for the mounting of the walls and door/s of any enclosure must be located wholly within the boundary of the storage space except where there is an adjoining lot storage space and the owner of the adjoining space gives written consent to the owners corporation to the mounting of the walls on the centre-line of the boundary between the adjoining lot car parking spaces.

(2) In the event that an owner or occupier of a lot to which the enclosures are installed, after notice, fails to comply with any matters set out in conditions (a) to (l) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the enclosure.

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8 Installation of Air Conditioners**Registration Date: 24/02/2015**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
- (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
- (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
- (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (j) the air-conditioner and all filters must be regularly cleaned by the owner;
- (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

9 Compensation to Owners Corporation**Registration Date: 24/02/2015****A) Definitions**

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

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

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

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'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

10 Installation of Child Window Safety Devices**Registration Date: 02/10/2015****PART 1 - Preamble**

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 - Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot.

'Owner' means the owner/s of the Lot.

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

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

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'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 - Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

11 Levying of Debt Collection Expenses**Registration Date: 06/09/2016****PART 1 - Preamble**

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent,

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Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the executive committee' means expenses that may approved by the executive committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;

(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;

(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

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12 Use of Billards Room**Registration Date: 06/09/2016****Part 1 GRANT OF POWER**

1.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions on the conditions set out in Part 3. THIS BY-LAW TO PREVAIL

1.2 If there is any inconsistency between this by-law and the by-laws applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of the inconsistency.

Part 2 DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Building means the building(s) situated at 28 Gower Street, Summer Hill
- (c) Lot means any lot in strata plan 89767
- (d) Occupier means the occupier of a Lot.
- (e) Owner means the owner of a Lot.
- (f) Billiards Room means the Billiards Room, Kitchen & Bathroom facilities located in the Manor House as noted on the attached strata plan.

Part 3 CONDITIONS

3.1 An Owner or Occupier must not use the Billiard Room without the written consent of the Owners Corporation via a booking.

3.2 An application made pursuant to clause 3.1 to the Owners Corporation must be made in writing 72 hours prior to the time/date sought and shall be granted at the discretion of the owners corporation and must contain the following;

- (a) the name and address of the applicant;
- (b) a description of the event (if applicable);
- (c) the time frame and date sought for the booking.
- (d) A bond of \$200 paid to the Owners Corporation in advance of the booking being confirmed.

3.3 The Owners Corporation shall provide their response to the application in clause 3.2 within 48 hours of receiving such application otherwise the application is deemed to be refused.

3.4 Any approval given by the Owners Corporation under clause 3.2 and 3.3 may contain any reasonable conditions at the time that the consent is given. This consent may be provided by the executive committee of the Owners Corporation.

3.5 Any consent under this by-law can be modified, amended, revoked or rescinded by a meeting of the Owners Corporation (or executive committee).

3.6 An Owner or Occupier, including their guests, when using the Billiards Room must:

- (a) be dressed appropriately.
- (b) return the room and relating facilities to the state it was in prior to the booking.

3.7 Owners and Occupiers acknowledge and agree that:

- (a) the Billiards Room may only be used for the purposes of recreation, health and/or fitness and may not be used for the purposes of operating a business.

3.8 Owners and Occupiers further;

- (a) acknowledge and agree that, in using the Billiards Room, they do so at their own risk;
- (b) release the owners corporation from any liability incurred as a result of their usage of the Billiards Room and relating facilities, unless there is any fault of the owner corporation, its agents or representatives that causes the loss or damage.

3.9 Owners and Occupiers must ensure that their Visitors:

- (a) comply with the provisions of this by-law at all times.
- (b) are accompanied by an Owner or Occupier at all times.

3.10 If an Owner or Occupier fails to comply with any obligation under this by-law the owners corporation

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may:

- (a) request, in writing, that the Owner or Occupier comply with the terms of it;
- (b) serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
- (c) take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
- (d) recover its costs incurred in rectifying any damage to the common property occasioned by the Owner, Occupier or their Visitor (whichever is applicable), or in enforcing the terms of this by-law.

13 Smoke Penetration**Registration Date: 05/12/2017**

(1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.

(3) This By-law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

14 Leasing of Common Storage Cages**Registration Date: 05/12/2017**

The Owners Corporation shall construct storage cages as per the annexed plans limited to areas S1, S2, C1 & C2 ONLY with the storage cages to be leased to residents within the strata scheme pursuant to the following by-law that lists the terms, conditions and auction process;

- a. The license agreement shall commence from the date agreed by both parties (the Owners Corporation and the lot that submitted the successful bid) and terminate 12 months from that date.
- b. Upon termination of the license agreement, the occupant must remove all items from the storage cage immediately.
- c. The license agreement shall be for a period of 12 months.
- d. The license agreement is non-transferrable and is terminated upon sale of the lot or the end of the lease of a lot.
- e. The occupant of lot with the successful bid shall pay a license fee (highest tender) approved by the Strata Committee to the Owners Corporation forthwith. Notice of such contribution to be annexed to the quarterly levy payment for the lot.
- f. The occupant of the lot of the successful bid shall also pay a bond of \$100.00 to the Owners Corporation forthwith. Such bond will be reimbursed to the occupant of the lot at the sole discretion of the Strata Manager or the Strata Committee having regard for the condition of the subject area of this license agreement.
- g. Where possession of the subject area is not received by the date of termination, a daily rate of \$20.00 per day or part thereof will apply.
- h. The Owners Corporation shall be responsible to maintain and keep in good working order all components associated with the operation of the storage cage/parking excluding any locking device.
- i. The Owners Corporation shall accept no responsibility for any of the contents stored within the storage cage. The said contents shall remain the sole responsibility of the owner of the lot that this license relates too.
- j. The occupant of the lot of which this license relates too must obtain permission from the Owners Corporation before making any alterations or additions to the storage cage.
- k. The occupant utilising the common storage area must comply with the registered by-laws of the Strata Scheme for the duration of this license agreement.
- l. As per By-law 40 access to the storage areas may be accessed at any time to carry out repairs to the building, provided that reasonable notice is given or otherwise where such repairs are urgently required.
- m. The terms and conditions of the license agreement may be altered or deleted at the discretion of the

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Strata Manager or the Strata Committee.

15 Leasing of Common Car Spaces**Registration Date: 05/12/2017**

The Owners Corporation shall allocate the common property area on the annexed strata plan marked as X as a car space that can be leased out to an occupant of the strata scheme pursuant to the following by-law that lists the terms, conditions and auction process;

- a. The license agreement shall commence from the date agreed by both parties (the Owners Corporation and the lot that submitted the successful bid) and terminate 12 months from that date.
- b. Upon termination of the license agreement, the occupant must vacate the car space immediately.
- c. The license agreement shall be for a period of 12 months.
- d. The license agreement is non-transferrable and is terminated upon sale of the lot or the end of the lease of a lot.
- e. The occupant of lot with the successful bid shall pay a license fee (highest tender) approved by the Strata Committee to the Owners Corporation forthwith. Notice of such contribution to be annexed to the quarterly levy payment for the lot.
- f. The occupant of the lot of the successful bid shall also pay a bond of \$100.00 to the Owners Corporation forthwith. Such bond will be reimbursed to the occupant of the lot at the sole discretion of the Strata Manager or the Strata Committee having regard for the condition of the subject area of this license agreement.
- g. Where possession of the subject area is not received by the date of termination, a daily rate of \$20.00 per day or part thereof will apply.
- h. The Owners Corporation shall be responsible to maintain and keep in good working order all components associated with the operation of the car space.
- i. The Owners Corporation shall accept no responsibility for any of the contents and/or vehicle stored within the car space. The said contents and/or vehicle shall remain the sole responsibility of the owner of the lot that this license relates too.
- j. The occupant of the lot of which this license relates too must obtain permission from the Owners Corporation before making any alterations or additions to the car space.
- k. The occupant utilising the car space must comply with the registered by-laws of the Strata Scheme for the duration of this license agreement.
- l. As per By-law 40 access to the storage areas may be accessed at any time to carry out repairs to the building, provided that reasonable notice is given or otherwise where such repairs are urgently required.
- m. The terms and conditions of the license agreement may be altered or deleted at the discretion of the Strata Manager or the Strata Committee.

16 Exclusive Use- Installation of Awning- Lot 74**Registration Date: 05/12/2017**

The owner of Lot 74 in the strata scheme is conferred with the right to install an awning (hereinafter defined as an awning to provide privacy, shade and protection from sun and weather to the courtyard area of their lot) (hereinafter referred to as the devices to service the Lot 74 within the strata scheme subject to the following terms and conditions:

- (a) The owners of Lot 74 proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
- (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;

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- (d) the owner of Lot 74 undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the Lot 74 from which the damage results at no cost to the Owners Corporation;
- (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
- (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

(2) In the event that Lot 74 to which the devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) In the event that an owner of Lot 74 amends their proposal for the installation of the devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

17 Exclusive Use- Installation of Shutters- Lot 33**Registration Date: 05/12/2017**

The owner of Lot 33 in the strata scheme is conferred with the right to shutter devices (hereinafter defined as shutters to provide privacy, shade and protection from sun and weather to the balcony area of their lot) (hereinafter referred to as the devices to service the Lot 33 within the strata scheme subject to the following terms and conditions:

- (a) The owners of Lot 33 proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
- (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme; (d) the owner of Lot 33 undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (d) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
- (e) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

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- (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the Lot 33 from which the damage results at no cost to the Owners Corporation;
- (g) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (h) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
- (i) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
- a. (2) In the event that Lot 33 to which the devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- b. (3) In the event that an owner of Lot 33 amends their proposal for the installation of the devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

18 Exclusive Use- Installation of Awning- Lot 22**Registration Date: 05/12/2017**

The owner of Lot 22 in the strata scheme is conferred with the right to install an awning (hereinafter defined as an awning to provide shade and protection from sun and weather to the courtyard area of their lot) (hereinafter referred to as awning to service the Lot 22 within the strata scheme subject to the following terms and conditions:

- (a) The owners of Lot 22 proposing to undertake the installation of the awning must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the awning are to be installed;
- (b) the awning shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
- (c) the style, design and finish of any proposed awning shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;
- (d) the owner of Lot 22 undertaking the installation of any awning must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of any awning must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the awning must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any awning must be forthwith made good by the owners of the Lot 22 from which the damage results at no cost to the Owners Corporation;
- (h) the awning must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any awning are to be replaced or renewed;
- (j) all paint, stain and trim finishes applied to the awning shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

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(2) In the event that Lot 22 to which the awning are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such awning.

(3) In the event that an owner of Lot 22 amends their proposal for the installation of the awning that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

19 Pre-Meeting & Electronic Voting

Registration Date: 04/01/2019

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

20 Minor Renovations By-Law

Registration Date: 04/01/2019

1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

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2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,
 - i. Installing a clothesline,
 - j. Installing a reverse cycle split system or ducted air-conditioning system,
 - k. Installing double or triple glazed windows,
 - l. Installing a heat pump or hot water service,
 - m. Installing ceiling, wall or floor insulation,
 - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
 - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
 - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
 - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,

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- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

21 Exclusive Use Boundary Wall Extension Lot 74**Registration Date: 27/02/2019**

The owner of Lot 74 in the strata scheme is conferred with the right to extend the boundary wall height of the western facing wall (hereinafter defined as an boundary wall extension) up 250mm to provide privacy subject to the following terms and conditions:

- 1(a) The owners of Lot 74 proposing to undertake the work must render and paint the wall to match the existing at no cost to the owners corporation;
- (b) the boundary wall extension is not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
- (c) the boundary wall extension must be effected in a workmanlike manner by licensed and insured tradespersons;

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- (d) any damage to common property that occurs during, or results from, the boundary wall extension must be forthwith made good by the owners of the Lot 74 from which the damage results at no cost to the owners corporation;
- (e) the boundary wall extension must be kept in good condition by the owner without claim on the owners corporation in respect of such maintenance in the event of any cracking or spawling;
- (2) In the event that Lot 74 to which the boundary wall extension services, after notice, fails to comply with any matters set out in conditions (a) to (e) hereof then the owners corporation may terminate the right of the owner or occupier to extend the boundary wall.
- (3) In the event that an owner of Lot 74 amends their proposal for the boundary wall extension that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

22 Recovery of Administrative Costs**Registration Date: 24/09/2019**

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
- ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.
- A) Definitions
- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
- 'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
- 'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
- 'the Act' means the Strata Schemes Management Act 2015
- 'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
- 'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
- 'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

- i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
- ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.

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v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
- iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

23 Recovery of Stationery Expenses**Registration Date: 24/09/2019****Intention**

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above,

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all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

BL6 Cleaning Windows and Doors amended as follows:**Registration Date: 05/12/2017**

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior or exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

BL18 Hanging Out Washing amended as follows:**Registration Date: 05/12/2017**

(1) An owner or an occupier of a lot may hang washing on lines provided by the Owners Corporation for that purpose. The washing may be hung for a maximum period of 24 hours.

(2) An owner or an occupier of a lot may hang washing on any part of the lot, other than over the balcony railings or where it is visible from the ground level of the building and detracts from the appearance of the strata scheme. The washing may only be hung for a reasonable period.

(3) In this By-law washing includes any clothing, bedding, towel or any other item.

(4) Any clothes airers are to be limited in height to 1.2m.

BL-24 Vehicles as amended:**Registration Date: 02/10/2015**

24.1 Residents must park in the car spaces allocated to their lot and an owner or occupier of a lot must not park or stand any motor vehicle or other vehicle on common property except with the written approval of the Owners Corporation.

24.2 The visitor parking spaces are for temporary, non-recurring visitors. If an occupier has a visitor staying for an extended period, then written permission of the Owners Corporation is required.

24.3 Where an owner or occupier of a lot believes their visitor has extenuating circumstances, such as a disabled driver permit, they may apply to park for longer than permitted as noted in clause 24.2.

This application must be made through the managing agent and approved in advance of parking.

24.4 Approvals under S 24.2 & 2.3 are at the discretion of the Owners Corporation and will not be granted to the same owner or occupier on a regular basis, or for individual periods longer than seven [7] days.

Report Date: 24th September 2019



Ad

LEVY NOTICE



Due Date: 01-12-19

Tax Invoice

ABN: 79 294 639 078

Date of Issue: 20-10-19

Page: 1 of 1

Amount Due: \$1,002.60

Rodney & Veronica Baptist
C/- Infinity Property Agents - Alexandria
38/112 McEvoy Street
ALEXANDRIA NSW 2015
strata@infinityproperty.com.au

Note: Any interest payable is calculated as at the date of printing. If a discount applies, the discounted amount is shown and must be paid prior to the due date. Owners should also be aware that administrative fees of \$35.00 will apply for the re-issuing of levies and reminder notices on behalf of the Owners Corporation.

Your manager is: Mr Michael Thompson
Direct-dial: 8567 6431
24hr Emergencies: 1300 663 760
Email: michael.thompson@netstrata.com.au
Post: PO BOX 265 HURSTVILLE BC NSW 1481

FOR PROPERTY
Lot 24, Unit 24
STRATA PLAN 89767
28 GOWER STREET
SUMMER HILL NSW 2130

Due Date	Details	Admin Fund	Capital Works Fund	Interest or Discount	Paid	Due
01/12/19	Lot 24 - Standard quarterly levy 01/12/19 - 29/02/20	\$736.35	\$226.60	\$0.00	\$0.00	\$962.95
01/12/19	Lot 24 - Special Levy - Sewer Rectification 2 of 4	\$39.65	\$0.00	\$0.00	\$0.00	\$39.65

Nett amount of \$1,002.60 Includes GST of \$91.14



Your **DEFT** reference Number is;
205864077 282335

*442 205864077 282335



For more payment options see overleaf

www.netstrata.com.au

RODNEY & VERONICA BAPTIST
C/- INFINITY PROPERTY AGENTS - ALEXANDRIA
Strata Plan 89767, Lot 24.

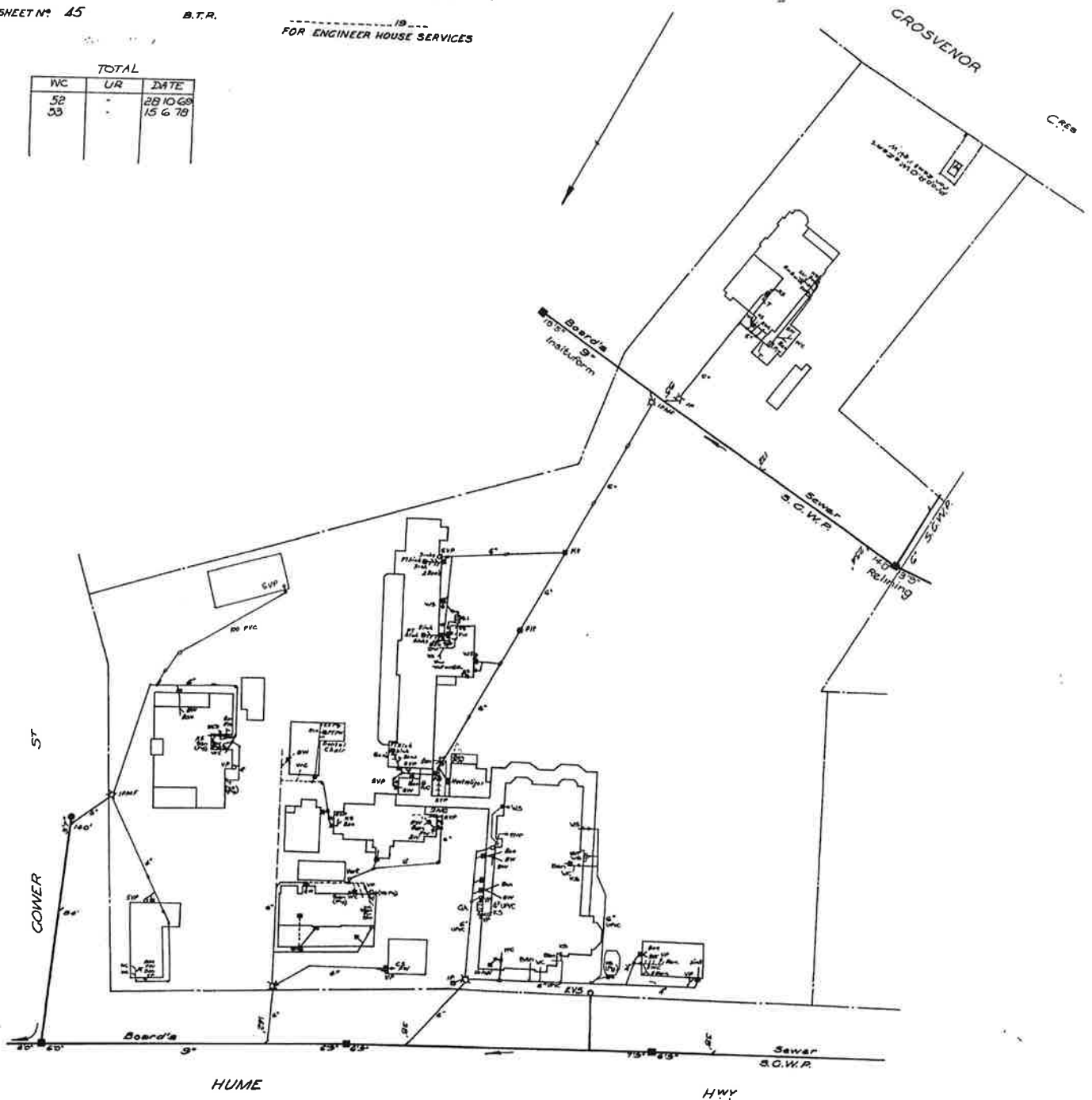
Total Amount Due \$1,002.60

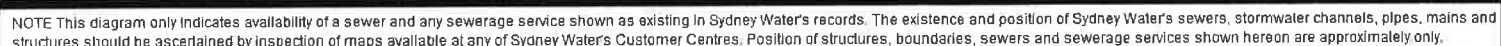
Nº 468052
NSW BENEVOLENT
SOCIETY

B.T.R.

-----19-----
FOR ENGINEER HOUSE SERVICES

TOTAL		
WC	UR	DATE
52	-	28 10 69
53	-	15 6 78







INNER WEST COUNCIL

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Cert. No.: PCT/2020/0230

Fee: \$53.00

Application Date: 11 February 2020

Issued Date: 18 February 2020

Applicant's Reference: AB

Applicant	Owner (as recorded by Council)
Name: Angus Begg Address: PO box 229 MOSMAN NSW 2088 Email: BEGG@BIGPOND.NET.AU Phone: 0499 999 610	Name: Mr Rodney A Baptist

Subject property address	Legal description
Street address: 24/28 Gower Street SUMMER HILL NSW 2130	Lot 24 SP 89767

Information provided pursuant to Section 10.7(2) of the EP&A Act

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

P.O. Box 14 Petersham 2049 | P (02) 9392 5000 | E council@innerwest.nsw.gov.au

Customer Service Centres | Petersham 2-14 Fisher Street | Leichhardt 7-15 Wetherill Street | Ashfield 260 Liverpool Road

1. Names of relevant planning instruments and DCPs

In accordance with Section 1 (1) & (2) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following is a list of State Environmental Planning Policies (SEPPs) & proposed SEPPs that may apply to the carrying out of development on the land:

- State Environmental Planning Policy No. 19 – Bushland in Urban Areas
- State Environmental Planning Policy No. 21 – Caravan Parks
- State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
- State Environmental Planning Policy No. 55 – Remediation of Land
- State Environmental Planning Policy No. 64 – Advertising and Signage
- State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
- State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
- Draft State Environmental Planning Policy (Environment) 2017
- Draft State Environmental Planning Policy (Remediation of Land) 2017

Note: As part of improvements to simplify the State's planning system, as of 1 July 2009, regional environmental plans (REPs) are no longer part of the hierarchy of environmental planning instruments in NSW. All existing REPs are now deemed State environmental planning policies (SEPPs). Any enquiries regarding these State Planning Policies should be directed to the Department of Planning and Environment. Find contact details on the Department's website at <http://www.planning.nsw.gov.au>

In accordance with Section 1 (1) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following Local Environmental Plan applies to the land:

- Ashfield Local Environmental Plan 2013

In accordance with Section 1 (2) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following proposed Local Environmental Plan(s) applies to the land. The following proposed Local Environmental Plan has been the subject of community consultation or has been placed on public exhibition:

- Ashfield Local Environmental Plan 2013 Amendment No. 8

In accordance with Section 1 (3) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, The following Development Control Plan applies to the land:

- Inner West Comprehensive Development Control Plan 2016 for Ashbury, Ashfield, Croydon, Croydon Park, Haberfield, Hurlstone Park and Summer Hill

2. Zoning and land use under relevant environmental planning instruments referred to in clause 1 (other than a SEPP or proposed SEPP)

Lot 24 SP 89767

Ashfield Local Environmental Plan 2013

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Dual occupancies (attached); Dwelling houses; Group homes; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Lot 24 SP 89767

Ashfield Local Environmental Plan 2013

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Group homes; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Dual occupancies (detached); Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments;

2. Zoning and land use under relevant environmental planning instruments referred to in clause 1 (other than a SEPP or proposed SEPP)

Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, and if so, the minimum land dimensions so fixed:

Lot 24 SP 89767 – NO

Whether the land includes or comprises critical habitat:

Lot 24 SP 89767 – NO

Whether the land is in a conservation area (however described):

Lot 24 SP 89767 – NO

Whether an item of environmental heritage (however described) is situated on the land:

Lot 24 SP 89767 – YES

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The land **IS NOT** land to which *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* applies.

Note: In accordance with 2A of Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*, *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* **DOES NOT** apply to any land in the Inner West Council.

3. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**Housing Code****Lot 24 SP 89767:**

NO. Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Ashfield Local Environmental Plan 2013.

Inland Code

NO, the Inland Code does not apply to land within the Inner West Local Government Area.

Low Rise Medium Density Housing Code

NO, the Inland Code does not apply to land within the Inner West Local Government Area.

Rural Housing Code

NO, the Inland Code does not apply to land within the Inner West Local Government Area.

Greenfield Housing Code

NO, the Inland Code does not apply to land within the Inner West Local Government Area.

Commercial and Industrial (New Buildings and Additions) Code**Lot 24 SP 89767:**

NO. Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Ashfield Local Environmental Plan 2013.

Housing Alterations Code**Lot 24 SP 89767:**

NO. Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Ashfield Local Environmental Plan 2013.

General Development Code**Lot 24 SP 89767:**

NO. Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Ashfield Local Environmental Plan 2013.

Commercial and Industrial Alterations Code**Lot 24 SP 89767:**

NO. Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Ashfield Local Environmental Plan 2013.

Certificate Date: 11 February 2020

Certificate Number: PCT/2020/0230

Container Recycling Code

Lot 24 SP 89767:

NO. Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Ashfield Local Environmental Plan 2013.

Subdivisions Code

Lot 24 SP 89767:

NO. Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Ashfield Local Environmental Plan 2013.

Demolition Code

Lot 24 SP 89767:

NO. Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Ashfield Local Environmental Plan 2013.

Fire Safety Code

Lot 24 SP 89767:

NO. Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Ashfield Local Environmental Plan 2013.

Certificate Date: 11 February 2020

Certificate Number: PCT/2020/0230

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Whether the owner (or any previous owner) of the land has 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).

The land **IS NOT** subject to any annual charges under Section 496B of the *Local Government Act 1993*.

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Compensation Act 2017*:

NO

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

Lot 24 SP 89767:

The land **IS NOT** affected by a road widening or road realignment.

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

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

Land Slip	NO
Bushfire	NO
Tidal Inundation	NO
Subsidence	NO
Acid Sulphate Soils	NO
Any Other Risk (Other than Flooding)	YES. Council has adopted a policy which may restrict the development of the land if the potential for the risk of land contamination exists. This policy is the Comprehensive Inner West DCP 2016 for Ashbury, Ashfield, Croydon, Croydon Park, Haberfield, Hurlstone Park and Summer Hill refer to Section A14 Contaminated Land in Ashfield. Persons relying on this certificate should refer to this Development Control Plan to satisfy themselves that the land is suitable for the intended use.

- (b) Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:

Land Slip	NO
Bushfire	NO
Tidal Inundation	NO
Subsidence	NO
Acid Sulphate Soils	NO
Any Other Risk (Other than Flooding)	NO

7A. Flood related development controls information

(1) Whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls:

Lot 24 SP 89767:
NO.

(2) Whether or not development on the land or part of the land for any other purpose is subject to flood related development controls:

Lot 24 SP 89767:
NO.

(3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Item 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act:

Lot 24 SP 89767:
The land **IS NOT** reserved, in part or whole, for acquisition by a public authority, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*.

9. Contributions plans

The name of each contributions plan applying to the land:

Ashfield Section 94 and Ashfield Section 94A Contributions Plans

Note: The former Section 94 and 94A Development Contributions Plans are now known as Section 7.11 and Section 7.12 Local Infrastructure Contribution Plans under the *Environmental Planning and Assessment Act 1979*.

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 8 of the *Biodiversity Conservation Act 2016*) a statement to that effect.

The land **IS NOT** biodiversity certified land as defined 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*.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

The land **IS NOT** 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*.

Certificate Date: 11 February 2020

Certificate Number: PCT/2020/0230

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

There are **NO** set asides areas on the land under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

If any of the land is bush fire prone land (as defined in section 4.14 of the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

The land **IS NOT** bush fire prone land as defined under the *Environmental Planning and Assessment Act, 1979*.

12. Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land **DOES NOT** have an applicable property vegetation plan under the *Native Vegetation Act 2003*.

13. Orders under Tree (Disputes Between Neighbours) Act 2006

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

Lot 24 SP 89767:

An order **HAS NOT** been made under the *Trees (Disputes Between Neighbours) Act 2006*.

14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There **IS NOT** a direction by the Minister in force under section 75P (2) (c1) of the *Environmental Planning and Assessment Act 1979* that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

Note: Developments may no longer be lodged under Part 3A of the Act and must now be processed via the State Significant pathways of Part 4.7 for State Significant Development and Part 5.2 for State Significant Infrastructure.

15. Site compatibility certificates and conditions for seniors housing

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 **DOES** apply to this land.

Lot 24 SP 89767:

There **IS NOT** a current site compatibility (of which the Council is aware), issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land.

Certificate Date: 11 February 2020

Certificate Number: PCT/2020/0230

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Lot 24 SP 89767:

There **IS NOT** a valid site compatibility certificate (of which Council is aware) issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land.

There **IS NOT** a valid site compatibility certificate (of which Council is aware) issued under clause 15 of *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017* in respect of proposed development on the land.

17. Site compatibility certificates for affordable rental housing

Lot 24 SP 89767:

There **IS NOT** a valid site compatibility certificate (of which the Council is aware), issued under clause 37 of *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land.

18. Paper subdivision information

- (1) There **IS NOT** any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) There **IS NOT** any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

A statement of whether there is a current site verification certificate, of which council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- a) the matter certified by the certificate, and

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

- b) the date on which the certificate ceases to be current (if any), and
- c) that a copy may be obtained from the head office of the Department

There **IS NOT** a current site verification certificate, of which the Council is aware, in respect of the land.

20. Loose-fill asbestos insulation

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

Council **IS NOT** aware of whether the land includes residential premises listed on the register maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

21. Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

NO

- (2) A statement of:

- a. Whether there is any building rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with:

NO

- b. Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding:

NO

- (3) In this clause:

Affected building notice has the same meaning as in part 4 of the *Building Products (Safety) Act 2017*.

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

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

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

Lot 24 SP 89767 – NO

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

Lot 24 SP 89767 – NO

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

Lot 24 SP 89767 – NO

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

Lot 24 SP 89767 – NO

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

Lot 24 SP 89767 – NO

Certificate Date: 11 February 2020

Certificate Number: PCT/2020/0230

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

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

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

Any enquiries regarding State Environmental Planning Policies and should be directed to Planning and Environment.

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



HARJEET ATWAL
SENIOR MANAGER PLANNING

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2010, Schedule 1, Clause 4(1)

AGREEMENT

This Agreement is made on **09 / 10 / 2019** at: **Infinity Property Agents** NSW BETWEEN

LANDLORD (insert name of Landlord(s) and contact details)

Name/s: **Rodney & Veronica Baptist**

Address: _____
(Note: Address not required where there is a Landlord's Agent)

Phone: _____ Mobile: _____ Email: _____

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

Name/s: **Xiaoming Wu**

Address: **24/28 Gower Street, Summer Hill NSW 2130**

Phone: **0433 264 055 Eva** Mobile: **0410 884 771** Email: **gordon_wing@hotmail.com**

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: **30/11/2019**

TERM OF AGREEMENT

The term of this Agreement is: **26** weeks / months / years
starting on: **06 / 11 / 2019** and ending on: **05 / 05 / 2020** (cross out if not applicable)

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

The residential premises are: **24/28 Gower Street, Summer Hill NSW 2130**

The residential premises include: (include any additional matters, such as a parking space, garages or furniture provided)

1 x Car Park, 1 x Air-con (split), 1 x Dishwasher, 1 x Dryer

RENT

The rent is: **\$1,100.00** per: **fortnight** payable in advance starting on: **06 / 11 / 2019**

Rent Increase 1: Then from: _____ / _____ / _____ pay: **\$0.00** per: **fortnight**

Rent Increase 2: Then from: _____ / _____ / _____ pay: **\$0.00** per: **fortnight**

Note: Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not required to be completed. See Additional Term 64B.

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 cheque; or

(b) into the following account:

Account Name: **INFINITY PROPERTY AGENTS**

Bank: **Macquarie Bank**

BSB: **182-222** Account No.: **303 101 281**

Payment Reference: **0028407583**

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 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 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.

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: David Jones Electricians

Phone: 1300 149 434

Plumbing Repairs: NV Plumbing

Phone: 0404 966 411 (Nick)

Building Repairs:

Phone:

Other:

Phone:

WATER USAGE

Will the Tenant be required to pay separately for water usage? ☐ Yes ☒ No If 'yes', see Clauses 11 and 12

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No If 'yes', see Clause 35

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 signed.

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 entered into by the tenant and dated / / applies to this Agreement.

TENANCY LAWS

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2010 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 this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, 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 to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note:

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

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement 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:**

- 6.1 that the increased rent is payable from the day specified in the notice, and
6.2 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
6.3 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 DEDUCTIONS

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
- 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
7.2 cease to be lawfully usable as a residence, or
7.3 are compulsorily appropriated or acquired by an authority.
8. 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

9. **The landlord agrees** to pay:
- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
9.4 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
9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
9.7 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
9.8 all charges for the availability of gas to the residential premises if 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 for any purpose.
10. **The tenant agrees** to pay:
- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
10.3 all charges for pumping out a septic system used for the residential premises, and
10.4 any excess garbage charges relating to the tenant's use of the residential premises, and

- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

- 10.5.1 are separately metered, or
10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

- 11.1 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
11.2 the landlord gives the tenant at least 21 days to pay the charges, and
11.3 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
11.4 the residential premises have the following water efficiency measures:
- 11.4.1 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 per minute,
11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. **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

13. **The landlord agrees:**

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
13.2 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

14. **The landlord agrees:**

- 14.1 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
14.2 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
14.3 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

15. **The tenant agrees:**

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

16. **The tenant agrees:**

- 16.1 to keep the residential premises reasonably clean, and

- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 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
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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).

- 17. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:
 - 17.1 to remove all the tenant's goods from the residential premises, and
 - 17.2 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
 - 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
 - 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
 - 17.5 to make sure that all light fittings on the premises have working globes, and
 - 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

- 18. **The landlord agrees:**
 - 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
 - 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
 - 18.3 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
 - 18.4 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
 - 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

- 19. **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:
 - 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
 - 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
 - 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
 - 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
 - 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note:

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

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

- 20. **The landlord agrees:**
 - 20.1 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
 - 20.2 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.
- 21. **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.
- 22. **The landlord and tenant agree:**
 - 22.1 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
 - 22.2 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

- 23. **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:
 - 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 23.2 if the Civil and Administrative Tribunal so orders,
 - 23.3 if there is good reason for the landlord to believe the premises are abandoned,
 - 23.4 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,
 - 23.5 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),
 - 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - 23.7 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,

- 23.8 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),
- 23.9 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),
- 23.10 if the tenant agrees.
- 24. The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 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
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
- 25. 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.
- 26. 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.

ALTERATIONS AND ADDITIONS TO THE PREMISES

- 27. The tenant agrees:**
- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 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
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 28. The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

- 29. The landlord agrees:**
- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 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
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 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
- 29.5 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.

30. The tenant agrees:

- 30.1 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
- 30.2 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.
- 31. 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

- 32. The landlord and tenant agree that:**
- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 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
- 32.3 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
- 32.4 without limiting clause 32.3, 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 32.3 and 32.4 do not apply to social tenancy housing agreements.

- 33. 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

- 34. The landlord agrees:**
- 34.1 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
- 34.2 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
- 34.3 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
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

36. 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]

37. 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, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

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

40. 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]

- 40A. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:
- 40A.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
- 40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

LOOSE-FILL ASBESTOS INSULATION

- 40B. The landlord agrees:
- 40B.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
- 40B.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.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2010* 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 - BREAK FEE

[Cross out this clause if not applicable]

41. 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:
- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2 if the fixed term is for more than 3 years, [specify amount below].

This clause does not apply if the tenant terminates the 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, 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.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

(Note: refer to Clause 46 for requirements in respect of Pets)

43. ~~The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.~~
44. ~~The landlord agrees that the tenant may keep the following animals on the residential premises:~~
45. ~~The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.~~

ADDITIONAL TERM - PETS - CLEANING, FUMIGATION AND REPAIRS

46. Where 'Additional Term - Pets' (Clauses 43, 44 and 45) have been crossed out, the following clauses (46.1 to 46.3 inclusive) will apply:
- 46.1 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
- 46.2 The landlord agrees that the tenant may keep the following animals on the residential premises:

No Pets

- 46.3 The tenant agrees:

- (a) to have the carpet professionally cleaned, at the tenant's own expense, if the cleaning is required because animals have been kept on the residential premises during the tenancy.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) when requested to provide written evidence of compliance with Clauses 46.3(a), 46.3(b) and 46.3(c) to the landlord/landlord's agent.

ADDITIONAL TERM - CONDITION REPORT

47. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the landlord's signed condition report and the tenant has not returned the condition report within 7 days of receipt the tenant will be deemed to have accepted the condition report.
- 47.1 The condition report will form part of and be included in this agreement.

ADDITIONAL TERM - INSPECTIONS

- 48.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 23.5 (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 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.
- 48.2 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 OF PREMISES

49. The tenant agrees, in addition to the requirements of Clauses 15, 16 and 17 of this agreement:
- 49.1 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.
- 49.2 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.
- 49.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 49.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 49.5 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.

- 49.6 to, in respect to smoke alarms in the premises, advise the landlord/landlord's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail.
- 49.7 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.
- 49.8 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.
- 49.9 not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the landlord.
- 49.10 not to affix any television antenna to the premises.
- 49.11 not to maliciously or negligently damage the premises or any part of the premises.
- 49.12 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.
- 49.13 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 49.14 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.
- 49.15 to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 40 is deleted this clause is not applicable.

50. Swimming Pool Safety and Maintenance

- 50.1 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.
- 50.2 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.

50.3 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.

50.4 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.

50.5 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

51. 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

52. On termination or expiration of the term **the tenant agrees:**

- (a) to deliver vacant possession in accordance with the termination notice
- (b) to deliver up all keys and security devices
- (c) to advise as soon as possible of the tenants contact address

53. 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*.

54. Should the agreement be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date of this agreement and where Additional Term Clauses 41 and 42 have been crossed out:

- (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
- (c) the parties are not relieved from their obligations to mitigate any loss on termination.
- (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.

55. 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 or the *Residential Tenancies Act 2010*.

Note: Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

56. 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 56 (b), (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

57. Taking into account the provisions of Clause 16.3 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

58. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.

59. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.

60. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

61. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clause 35 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

ADDITIONAL TERM - INSURANCE

62. The landlord is not responsible for insuring the tenant's own property.

63. **The tenant agrees**, not by act or omission to, 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 such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE

- 64A.** In the case of a fixed term agreement for less than 2 years the tenant agrees, if a rent increase is stated in the rent increase section on the first page of this agreement then, subject to clause 5, the rental may be increased during the term and such increase shall be as set out in the rent increase section on the first page of this agreement.
- 64B.** Where the agreement is for a period of 2 years or more the rent payable must not be increased more than once in any period of 12 months and may be increased (subject to clause 5) whether or not the agreement sets out the rent increase or method of calculating the increase.

Note: *Residential Tenancies Act 2010* section 41:

Notice of a rent increase must be given by a landlord or landlord's agent in accordance with this section even if details of the rent increase are set out in the residential tenancy agreement.

ADDITIONAL TERM - PRIVACY

- 65.** (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:
- (1) 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
 - (2) 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
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) 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
 - (5) 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
 - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) 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

- 66.** 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

- 67.** (a) The parties agree and confirm any documents and communications in relation to this Agreement may 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:
- (1) 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 to the party at the appropriate email address as stated in this Tenancy Agreement; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 67(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

DEFINITIONS

1. 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.
 - (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.

CONTINUATION OF TENANCY (if fixed term agreement)

2. 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). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

ENDING A FIXED TERM AGREEMENT

3. 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.

ENDING A PERIODIC AGREEMENT

4. 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.

OTHER GROUNDS FOR ENDING AGREEMENT

5. The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

WARNING

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


SPECIAL CONDITIONS

Special Conditions to this Agreement where inserted at the direction of the Landlord were prepared by the Landlord or an Australian Legal Practitioner under instruction from the Landlord and not from the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

SIGNATURES

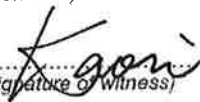
THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD:

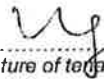

(Signature of landlord or landlord's agent on behalf of the landlord)

in the presence of:

Kaori Tokui
(Name of witness)

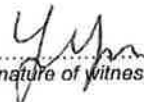

(Signature of witness)

SIGNED BY THE TENANT:


(Signature of tenant)

in the presence of:

Yu Ye
(Name of witness)


(Signature of witness)

SIGNED BY THE TENANT (2):

(Signature of tenant 2)

in the presence of:

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

in the presence of:

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (4):

(Signature of tenant 4)

in the presence of:

(Name of witness)

(Signature of witness)

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


(Signatures of tenants)

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

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