

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 106128768	NSW DAN:
vendor's agent	Oxford Agency A 40 Flinders Street DARLINGHURST NSW 2010		Phone: 02 9331 2180 Fax:
co-agent			Ref: Matt Marano
vendor	GIUSEPPE LOMBARDO		
vendor's solicitor	Taitz Law and Associates Suite 806 Level 8 251 Oxford Street Bondi Junction NSW 2026		Phone: 02 8386 3634 Fax: 0411 318 726
date for completion	42 days after the contract date	(clause 15)	Email: darryn@taitzlaw.com.au
land	ROTHESAY 3/132-134 ALISON RD RANDWICK NSW 2031 (Address, plan details and title reference) LOT 3 IN STRATA PLAN 90847 3/SP90847		
	<input type="checkbox"/> VACANT POSSESSION	<input checked="" type="checkbox"/> Subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

<p><b>VENDOR</b></p> <hr/> <p>Signed By _____</p>  <p>Vendor _____</p>  <p>Vendor _____</p>	<p><b>PURCHASER</b></p> <hr/> <p>Signed By _____</p>  <p>Purchaser _____</p>  <p>Purchaser _____</p>												
<p><b>VENDOR (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held	<p><b>PURCHASER (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held
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vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

**Manual transaction** (clause 30)

NO  yes

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

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

**land tax** is adjustable

NO  yes

**GST: Taxable supply**

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

First Strata Pty Ltd , PO Box 373, Randwick NSW 2031  
 TEL 1300 301 175.

# SECTION 66W CERTIFICATE

I,  
of , , certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at ROTHESAY 3/132-134 ALISON RD RANDWICK NSW 2031 from GIUSEPPE LOMBARDO to in order that there is no cooling off period in relation to that contract;
3. I do not act for GIUSEPPE LOMBARDO and am not employed in the legal practice of a solicitor acting for GIUSEPPE LOMBARDO nor am I a member or employee of a firm of which a solicitor acting for GIUSEPPE LOMBARDO is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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



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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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



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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

## 25 Qualified title, limited title and old system title

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

## ADDITIONAL CLAUSES

30.

30.1 If completion of this contract does not take place on or before the intended completion date then, without prejudice to any other remedy which may be available to the parties, either party will at any time thereafter be at liberty to serve on the other a notice in writing requiring the other to complete this contract within fourteen (14) days of the date of such service. For the purpose of this contract, such notice will be deemed both in law and in equity sufficient to make time of the essence of this contract. If the vendor issues a notice to complete, then the purchaser will pay the vendor's legal costs of \$440.00 incurred in the preparation and service of the notice. It is an essential provision of this contract that the costs be paid on completion. A party serving a notice to complete reserves the right to withdraw the notice; and issue further notices to complete.

30.2 Notwithstanding anything herein contained, if the purchaser fails to complete this contract on or before the intended completion date, then the purchaser will pay at completion, in addition to the balance of the purchase monies payable hereunder, interest on the balance purchase monies at the rate of eight percent (8%) per annum calculated from (but excluding) the intended completion date up to and including the date of actual completion. No interest will be paid by The Purchaser if the Vendor is not ready to complete. It is an essential term of this contract that the interest due is paid on completion.

30.3 Without limiting any other right of the vendor, if the purchaser does not complete on the completion date, or any other date as agreed between the parties, or reschedules settlement then the purchaser must pay to the vendor \$220 (including GST) on completion, for each occurrence that completion is rescheduled due to the purchaser being unable to complete. This is compensation for the additional legal expenses that the vendor incurs for the rescheduling of completion.

31. The property is sold in its present state of repair and condition and subject to any infestation and dilapidation and no objection requisition or claim for compensation shall be made by the purchaser on account of any of the following:

31.1 Any latent or patent defects in the land.

31.2 The state of repair of the improvements on the property or any real or apparent breaches of any statute or any ordinances with respect thereto.

32. The purchaser acknowledges that the purchaser does not rely in this contract upon any warranty or representation made by the vendor or any person on behalf of the vendor except such as are expressly provided herein but has relied entirely upon the purchaser's own enquiries relating to an inspection of the property and the purchaser further acknowledges that the purchaser accepts the property and any chattels and the things included in this contract in their present condition subject to fair wear and tear.
33. The purchaser warrants that the purchaser has not been introduced to the property or the vendor by any agent other than the agent (if any) specified herein and shall indemnify the vendor in this respect. The Vendors rights under this clause continue after completion.
34. The purchaser:
  - 34.1 will take title and complete this contract subject to any sewer, the existence of which is specifically disclosed in this contract, and subject to the existing water drainage gas electricity telephone or other installations and services (if any);
  - 34.2 will make no objection requisition or claim for compensation if the sewer so disclosed passes through or penetrates the property or passes under any building or other structure erected on the property;
  - 34.3 will make no objection requisition or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall is not upon or within such boundary.
  - 34.4 will make no objection requisition or claim for compensation if there is any encroachment by or upon the property or if the property together with the improvements thereon does not comply with the provisions of the Local Government Act or any ordinance made thereunder;
  - 34.5 will not require the vendor to carry out any works on the property or expend any money on the property nor make any application for or do anything towards obtaining a survey report or any report or reports prepared of a similar nature.
  - 34.6 agrees that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or sales or other brochures produced or statements made before the execution of this contract.
35. Without in any manner negating limiting or restricting any rights or remedies which would have been available to the vendor or purchaser at law or in equity



had this clause not been included herein, it is hereby agreed and declared that should the purchaser or vendor (or any one of the purchasers or vendors if there is more than one) prior to completion:

- 35.1 die or become mentally ill or an incapable person or become a person who cannot be found, then the non-defaulting party may rescind the within contract by notice in writing forwarded to the solicitor named as the purchaser's or vendors solicitor in this contract and thereupon the provisions of clause 19 hereof shall apply; or
  - 35.2 be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or, being a company, resolve to go into liquidation or have a petition for the winding up of the purchaser or vendor presented or enter into any scheme or arrangement with its creditors or should any liquidator receiver or official manager be appointed in respect of the purchaser or vendor, thereupon the party shall be in default and the non-defaulting party may terminate the contract by written notice to the defaulting parties solicitor.
36. The deposit is agreed as 10% of the price. The purchaser must pay at least for the deposit (equal to 5% of the price) on the making of this contract and the remainder of the deposit must be paid on the date for completion stated on the front page of this contract. If the deposit is not paid on time and in full, the vendor can terminate the contract. If the vendor terminates this contract any part of the deposit that has been paid is forfeited and the vendor may recover from the purchaser any unpaid part of the deposit as liquidated damages which are agreed by the parties is a genuine estimate of the damage for the loss of the vendors bargain. This clause does not prevent the vendors from also recovering from the purchasers any damages that exceed 10% of the purchase price. Any interest earned will be paid to the vendor in full.
37. If the purchaser of the property is a company (other than a public company listed on The Australian stock exchange), the officers or persons ("guarantor") who executes this Contract on behalf of the Company, or who attest the affixing of the seal of the Company to this Contract, hereby jointly and severally:
- (a) unconditionally guarantee to the vendor the performance of all obligations of the purchaser under this Contract, including payment of all money payable by or recoverable from the purchaser, notwithstanding this contract is not enforceable against the purchaser in whole or in part or is varied without notice to the guarantor;
  - (b) indemnify the vendor against all liability arising from any default by the purchaser under this Contract; and
  - (c) acknowledge the provisions of this clause shall be deemed to constitute the giving of a Deed by virtue of their execution of this Contract.

This guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any variation of this Contract or indulgence granted to the Purchaser.

38. The purchaser warrants that the provisions of the *Foreign Takeovers Act, 1975 (Commonwealth)* as amended, do not apply to the purchaser or to this purchase. In the event of breach of this warranty, the purchaser will indemnify the vendor against any penalties, fines legal costs, claims, loss or damage suffered thereby. This condition will not merge on completion.
39. The purchaser cannot make any objection, requisition or claim or rescind or terminate if the swimming pool on the property does not comply with the requirements of the swimming Pools Act 1992.
40. Amendment to Standard Conditions- The contract is amended as follows:
  - a) In Clause 2.2 delete the word "Normally";
  - b) clause 4. Insert the following additional clause '4.5 the purchaser cannot nominate an alternative transferee, assign or otherwise transfer of the benefit of this contract without the prior written consent of the vendor.
  - c) Clause 5.2.3 – by deleting the words “within a reasonable time” and inserting the words “within 21 days after the date of this contract”
  - d) Clause 7.1.1 is deleted;
  - e) In Clause 7.2.4 delete the words "and the costs of the purchaser";
  - f) In Clause 8.1.1 delete the words "on reasonable grounds";
  - g) Clause 14.4.2 is deleted.
  - h) Clause 16.8 to be deleted;
  - i) Clause 23.6: clauses 23.6.1 is deleted and replaced with “The Vendor is liable for all payments due prior to the contract date and clause 23.6.2 is deleted and replaced with “The Purchaser is liable for all payments due after the contract date”
  - j) Clause 24.3.3 is deleted.
  - k) Clause 25 is deleted.
  - l) If the deposit paid is less than 10% of the price, Condition 2.9 is amended by replacing the words “parties equally” with the word “vendor”.
41. Where the property sold is strata, the Vendor will not be required to obtain a certificate under section 184 of Strata Schemes Management Act 1996 (the Certificate).

The Vendor hereby authorises and directs the Purchaser to apply for the Certificate. Standard clauses 23.13; 23.14 and 23.15 are hereby deleted.

The Purchaser is to apply for the Certificate at the Purchaser's cost and serve a copy to the Vendor's solicitor at least seven (7) days before the completion date.

If the Purchaser fails to provide the Certificate at least seven (7) days prior to completion, the Purchaser will accept the Vendor's strata adjustments as final and conclusive.

- 42.
- 42.1 The Vendor does not have a Building Information Certificate under Sections 6.25 – 6.26 of the Environmental and Assessment Act 1979 NSW (as amended) for the improvements on the land.
  - 42.2 The Purchaser: -
    - 42.2.1 Must not require the Vendor to do anything (including compliance with the requirements of the Local Council) towards obtaining a Building Certificate under Sections 149A - 149G Environmental and Assessment Act 1979 (as amended) in respect of the issue of the property.
    - 42.2.2 Acknowledges that this Contract is not conditional on the issue Building Certificate; and
    - 42.2.3 Cannot make a claim, requisition, rescind, terminate or delay completion in respect of anything disclosed or referred to in this clause 42.
- 43 On completion the Vendor will hand to the Purchaser a proper form of discharge of mortgage or withdrawal of caveat or cancellation of writ in registrable form in respect of any mortgage or caveat registered on the title to the property and to which the sale is not subject and will allow the Purchaser the registration fees on any discharge of mortgage or withdrawal of caveat and the Purchaser agrees that he shall not make nor be entitle to make any requisition or objection requiring the registration of any such discharge of mortgage or withdrawal of caveat prior to completion.
- 44 The Vendor discloses that the information contained in the section 10.7 Certificate attached to this Contract is up to date and satisfies the requirements as prescribed by the legislation as at the date of issue of the Certificate but may not contain all the prescribed contents as required by subsequent changes to the law.
- 45 If the vendor requires the deposit to be available on completion to discharge the vendors liabilities under any mortgage associated with the property, the purchaser agrees to authorise the deposit holder to have the deposit available at settlement.
- 46 Nothing in this contract shall have the effect of requiring the Vendor to complete this contract between the 22nd day of December in the year in which the contract is made and the 5th day of January in the following year.



FOLIO: 3/SP90847

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SEARCH DATE	TIME	EDITION NO	DATE
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4/10/2022	4:23 PM	4	26/7/2019

LAND

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LOT 3 IN STRATA PLAN 90847  
AT RANDWICK  
LOCAL GOVERNMENT AREA RANDWICK

FIRST SCHEDULE

-----

GIUSEPPE LOMBARDO (T AJ982996)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP90847
- 2 SP90847 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 SP90847 EASEMENT FOR REPAIRS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AP421468 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP90847

-----

SEARCH DATE	TIME	EDITION NO	DATE
4/10/2022	4:23 PM	7	2/3/2022

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 90847  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RANDWICK  
LOCAL GOVERNMENT AREA RANDWICK  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP90847

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 90847  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- FIRST STRATA PTY LTD  
PO BOX 373  
RANDWICK NSW 2031

SECOND SCHEDULE (6 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AJ633227 POSITIVE COVENANT
- 3 SP90847 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 4 SP90847 EASEMENT FOR REPAIRS VARIABLE WIDTH APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 5 AM426132 INITIAL PERIOD EXPIRED
- 6 AQ101875 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

-----

STRATA PLAN 90847

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 78	2	- 48	3	- 93	4	- 70
5	- 103	6	- 70	7	- 48	8	- 68
9	- 48	10	- 70	11	- 70	12	- 48
13	- 68	14	- 48	15	- 70		

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

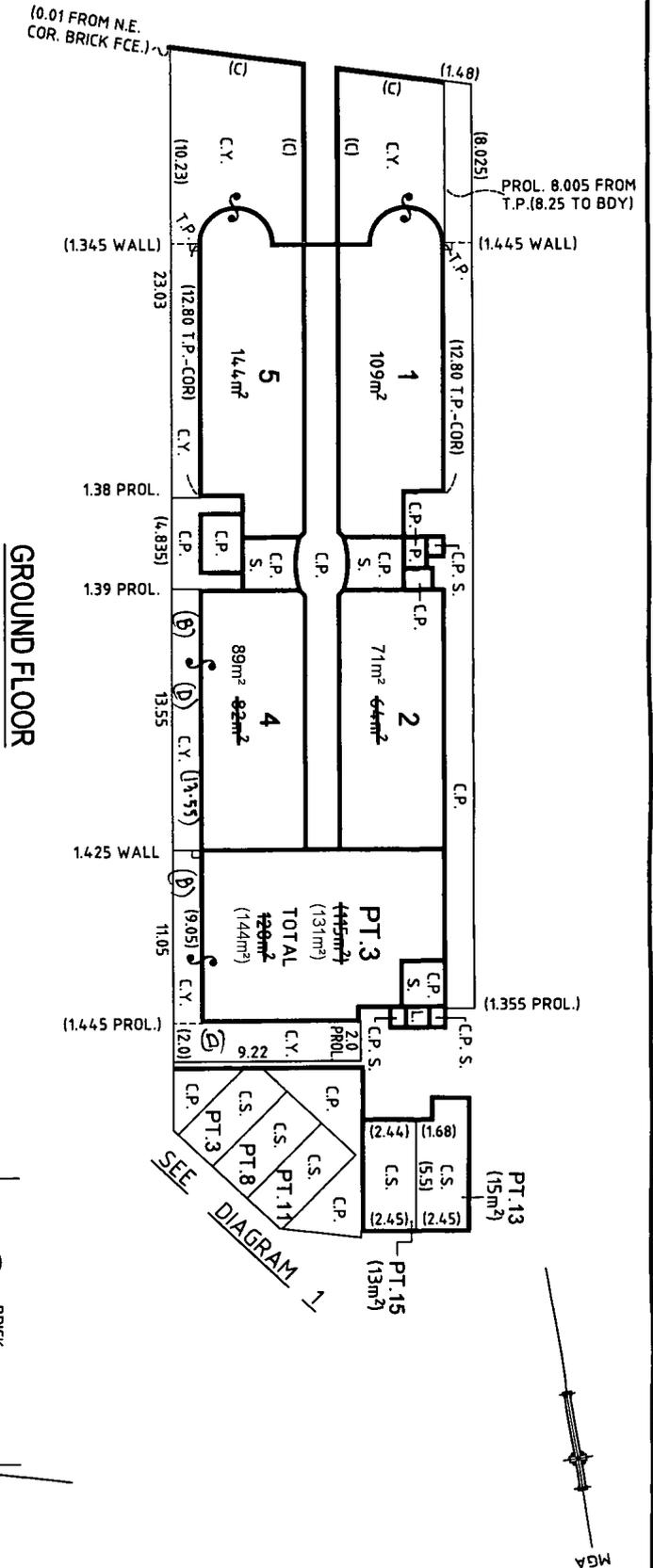
\*\*\* END OF SEARCH \*\*\*

Jo Lombardo

PRINTED ON 4/10/2022

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

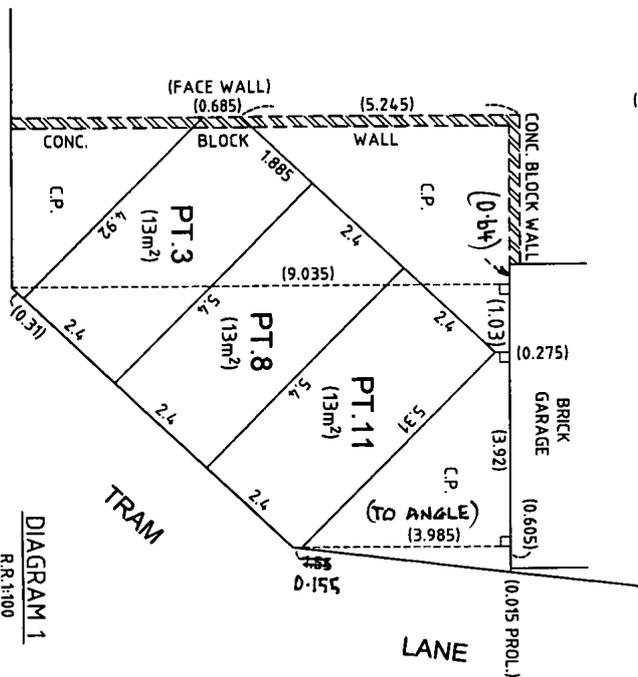




**GROUND FLOOR**

- NOTES**
1. AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
  2. C.P. DENOTES COMMON PROPERTY **UPPER SURFACE**
  3. C.S. DENOTES CAR SPACE - LIMITED TO 2.75 ABOVE TOP OF BRICK PAVED FLOOR, EXCEPT WHERE COVERED. **UPPER SURFACE**
  4. C.Y. DENOTES COURTYARD - LIMITED IN DEPTH FROM 2.0 BELOW TOP OF GROUND FLOOR RESPECTIVE ADJOINING UNIT AND IN HEIGHT TO PROLONGATION OF UNDERSIDE OF HORIZONTAL CEILING OF THAT UNIT.
  5. L. DENOTES STAIR LANDING (C.P.)
  6. P. DENOTES PORCH
  7. S. DENOTES STAIRS (ALL ARE C.P.)
  8. R. DENOTES RIGHT ANGLE (90°)
  9. (C) DENOTES FACE RENDERED BRICK WALL
  10. T.P. DENOTES TANGENT POINT AT END CURVED BRICK WALL
  11. ANY GARAGE DOOR IN NORTHERN WALL OF BRICK GARAGE REMAINS PART OF THE ADJOINING UNITS (WITH REPAIRS, MAINTENANCE AND REPLACEMENT SHARED EQUALLY BETWEEN LOTS 7-9 AND 15)

(B) DENOTES LIGHT OF CASUALTY/EVENTY VARIABLE WIDTH  
 (D) DENOTES EMENTENT FOR REPAIRS, VARIABLE WIDTH



**DIAGRAM 1**  
R.R. 1:100

ADDITIONS & AMENDMENTS AM AND *Woodward 31/07/2015 & 13/08/2015*

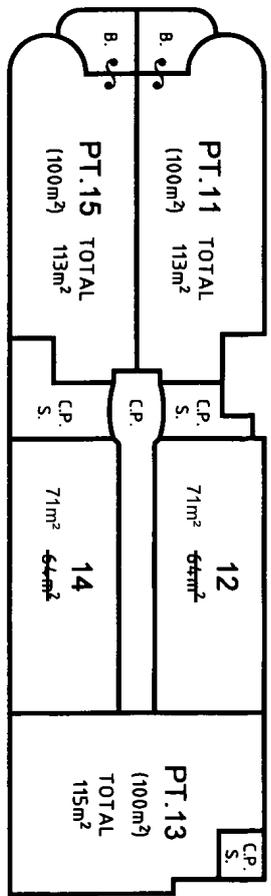
00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

Table of mm

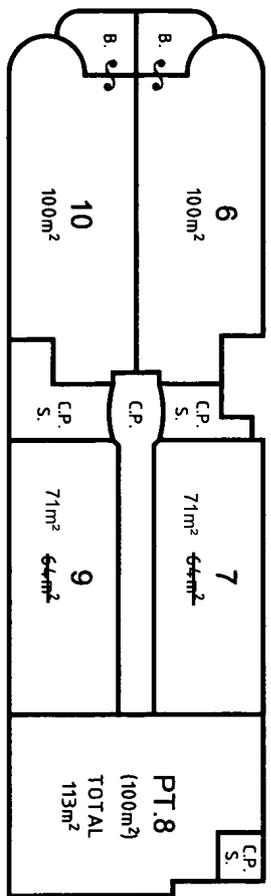
Surveyor : Barry James Inwood  
 Surveyor's Ref : 16637-S-14  
 Subdivision No : SC2345  
 Lengths are in metres. Reduction Ratio 1 : 250

Registered  
 1.9.2015

**SP90847**



**SECOND FLOOR**



**FIRST FLOOR**

- NOTES**
1. AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
  2. B. DENOTES BALCONY (ALL ARE COVERED)
  3. C.P. DENOTES COMMON PROPERTY
  4. S. DENOTES STAIRS (ALL ARE C.P.)

00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm														

Surveyor : Barry James Inwood  
 Surveyor's Ref : 16637-S-14  
 Subdivision No : SC2345  
 Lengths are in metres. Reduction Ratio 1 : 250

Registered  
 1.9.2015

SP90847



# STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 Sheet(s)

Office Use Only

Registered:  1.9.2015  
 Purpose: STRATA PLAN



**SP90847 S**

**PLAN OF**  
**SUBDIVISION OF LOT 20**  
**IN D.P.1211937**

LGA: RANDWICK  
 Locality: RANDWICK  
 Parish: ALEXANDRIA  
 County: CUMBERLAND

## Strata Certificate (Approved Form 5)

- (1) ~~The Council of~~ .....  
 \* The Accredited Certifier GORDON WREN  
 Accreditation Number. BFB 0447  
 has made the required inspections and is satisfied that the requirements of;
- \* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,
  - \* ~~(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,~~
- have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
- \* (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- ~~\* (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~
- \* (4) The building encroaches on a public place and;
- \* (a) The Council does not object to the encroachment of the building beyond the alignment of .....
  - \* (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
- \* (5) This approval is given on the condition that lot(s)<sup>^</sup> .....  
 are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or Section 68 of the Strata Schemes (Leasehold Development) Act 1986.

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

**The Owners - Strata Plan No. 90847**  
 Nos.132-134 ALISON ROAD,  
 RANDWICK, NSW, 2031

The adopted by-laws for the scheme are:

~~RESIDENTIAL Model By-laws~~  
~~together with, keeping of animals. Option A/B/C~~  
 \* By-laws in ..... sheets filed with plan.  
 \* By-laws in 12 sheets with plan.  
 \* strike out whichever is inapplicable

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

## Surveyor's Certificate (Approved Form 3)

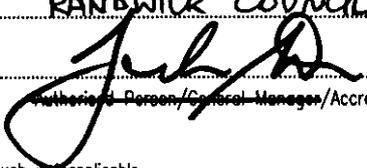
I, BARRY JAMES INWOOD  
J.P.BATES & INWOOD P/L  
 of 31 KITCHENER ST, OATLEY 2223

a surveyor registered under the Surveying & Spatial Information Act 2012, hereby certify that:

- (1) Each applicable requirement of
  - \* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973
  - \* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;
- \* (2) ~~\*(a) the building encroaches on a public place;~~  
~~\*(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ ..... to permit the encroachment to remain.~~
- \* (3) the survey information recorded in any accompanying location plan is accurate.

Signature:   
 Date: 20th MAY, 2015

\* Strike through if inapplicable  
<sup>^</sup> Insert the deposited Plan Number of the instrument that created the easement.

Date: 25<sup>th</sup> MAY 2015  
 Subdivision Number: SC 2345  
 Relevant Development Consent Number: 558/2014  
 Issued by: RANDWICK COUNCIL  
 Signature:   
 Authorised Person/General Manager/Accredited Certifier

\* strike through if inapplicable.  
<sup>^</sup> Insert lot numbers of proposed utility lots.

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

## SURVEYOR'S REFERENCE

16637-S-14

# STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 Sheet(s)

PLAN OF

Office Use Only

SUBDIVISION OF LOT 20  
IN D.P. 1211937

*W*

## SP90847

Registered :



1.9.2015

Office Use Only

Strata Certificate Details : Subdivision No: **SC 2345**

Date: **25<sup>th</sup> MAY 2015**

### SCHEDULE OF UNIT ENTITLEMENT

*(if space is insufficient use additional annexure sheet)*

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	78	9	48
2	48	10	70
3	93	11	70
4	70	12	48
5	103	13	68
6	70	14	48
7	48	15	70
8	68	AGGREGATE	1000

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants  
*(if space is insufficient use additional annexure sheet)*

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

- (1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (2) EASEMENT FOR REPAIRS VARIABLE WIDTH

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 3 of 3 Sheet(s)

PLAN OF

SUBDIVISION OF LOT 20  
 IN D.P. 1211937

**SP90847**

Registered :



1.9.2015

Office Use Only

Strata Certificate Details : Subdivision No: **SC2345**

Date: **25<sup>th</sup> May 2015**

STEPHEN JOHN ABBOTT  
 NICOLE ANNE ABBOTT

NICOLE KASSIS

132 Alison Rd Pty Ltd ACN 169741244  
 Anthony Kassis (sole director)  
 sole secretary

Simon Kassis

Parrish Family Investments Pty Ltd ACN 600124749  
 Jason Parrish (sole director)  
 sole secretary

B+C Maloukis Pty Ltd ACN 600120661  
 Bill Maloukis (director)  
 Catherine Maloukis (secretary)

Westpac Banking Corporation  
 ABN 33 007 457 141  
 being the Mortgagee under Mortgage number  
 A.J.1.138.38.....hereby consents to this Lease/Linen Plan

ANTHONY KASSIS  
 ANNE

I certify that the attorney for the mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee. Tim Wu

SIGNED by.....as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332

Signature of witness:

Name of witness:

Asad Anwar

Address of witness: 1 King Street  
 Concord West NSW

(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.

**INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 and SECTION 7(3) OF STRATA TITLES (FREEHOLD DEVELOPMENT) ACT, 1973**

(Sheet 1 of 3 Sheets)



**SP90847 B**

Full names and address of the registered proprietors of the land.

Strata Plan of Subdivision of Lot 2 in  
Deposited Plan ..121.1937.....covered by  
Strata Certificate No ..SC 2345 of 25/05/15

B & C Maloukis Pty Ltd, 132 Alison Rd Pty  
Ltd, Parrish Family Investments Pty Ltd,  
Simon Joseph Kassis, Nicole Rewa Kassis,  
Stephen John Abbott and Nicole Anne  
Abbott c/- 20 Belmore Street, Randwick  
NSW, 2031

**Part 1 Creation**

Number of item shown in the intention panel on the plan	Identity of Easement	Lots Burdened	Authority Benefited
1	Right of Carriageway variable width	3 & 4	Common Property
2	Easement for Repairs variable width	1, 3, 4 & 5	Common Property

**Part 2 Terms**

1) Terms of Right of Carriageway variable width firstly referred to in abovementioned plan.

As set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 No 6.

2) Terms of Easement for Repairs variable width secondly referred to in abovementioned plan.

As set out in Part 5 of Schedule 8 of the Conveyancing Act 1919 No 6.

Signed for and on behalf of

B & C Maloukis Pty Ltd

132 Alison Rd Pty Ltd

BILL MALOUKIS CATHY MALOUKIS  
*[Signature]*  
.....  
Director BILL MALOUKIS  
*[Signature]*  
.....  
Secretary  
*[Signature]*  
.....  
Director ANTHONY KASSIS  
*[Signature]*  
.....  
Secretary ANTHONY KASSIS

D RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 and  
SECTION 7(3) OF STRATA TITLES (FREEHOLD DEVELOPMENT) ACT, 1973

(Sheet 2 of 3 Sheets)

SP90847

Strata Plan of Subdivision of Lot 2 in  
Deposited Plan 1211937.....covered by  
Strata Certificate No ..SC 2345 of 25/05/15

Parrish Family Investments Pty Ltd

*Jason Parrish*  
.....  
JASON PARRISH · Director  
*Jason Parrish*  
.....  
JASON PARRISH Secretary

Signed in my presence by

Simon Joseph Kassis

*S. Kassis*  
.....  
Registered Proprietor

Nicole Rewa Kassis

*Nicole Rewa Kassis*  
.....  
Registered Proprietor

who are personally known to me.

*[Signature]*  
.....  
Signature of Witness

*Matthew Smith, Banker*  
.....  
Name and Occupation of Witness

*L31, 275 Kent St, Sydney NSW*  
.....  
Address of Witness

Stephen John Abbott

*S. Abbott*  
.....  
Registered Proprietor

Nicole Anne Abbott

*N. Abbott*  
.....  
Registered Proprietor

who are personally known to me.

*[Signature]*  
.....  
Signature of Witness

*MATTHEW JONSON - BROKER*  
.....  
Name and Occupation of Witness

*2 BIRMINGHAM ST, ALEXANDRIA NSW*  
.....  
Address of Witness

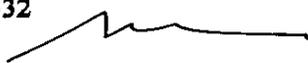
**INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 and SECTION 7(3) OF STRATA TITLES (FREEHOLD DEVELOPMENT) ACT, 1973**

(Sheet 3 of 3 Sheets)

**SP90847**

Strata Plan of Subdivision of Lot 2 in  
Deposited Plan ...1211937.....covered by  
Strata Certificate No SC 2345 of 28/05/15

Westpac Banking Corporation  
ABN 33 007 457 141  
being the Mortgagee under Mortgage number  
AJ 113838.....hereby consents to this Lease/Linen Plan

<p>I certify that the attorney for the mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence</p> <p>Signature of witness: </p> <p>Name of witness: Asad Anwar</p> <p>Address of witness: 1 King Street Concord West NSW</p>	<p>Certified correct for the purposes of the Real Property Act 1900 by the mortgagee. Tim Wu SIGNED by.....as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332</p> <p></p> <p>..... (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.</p>
--	---

REGISTERED  1.9.2015



Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales  
Section 88E(3) Conveyancing

**AJ633227M**

**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.

**RELOCATED**  
(A) TORRENS TITLE  
  
17 AUG 2015 JUDGED BY  
  
TIME:

2/2556		
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any  ANTHONY KASSI 44 ARTHUR ST RANDWICK 2031  Reference:	CODE  <b>PC</b>
Of the above land See Annexure <del>B</del> A A A		
Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AJ113838	Westpac Banking Corporation
(E) <b>PRESCRIBED AUTHORITY</b> Within the meaning of section 88E(1) of the Conveyancing Act 1919 Randwick City Council		

Anthony Kassi (C) REGISTERED PROPRIETOR  
Authorised  
to amend (D) LESSEE MORTGAGEE or CHARGE  
6/7/15

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure B hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
**DATE** 25 June 2015

(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: <u>John Flanagan</u>	Signature of authorised officer: <u>[Signature]</u>
Name of witness: <u>JOHN FLANAGAN</u>	Name of authorised officer: <u>Kerry Kyrilacou</u>
Address of witness: <u>30 FRANCES ST RANDWICK 2031</u>	Position of authorised officer: <u>Manager Development &amp; Assessment</u>

(G) **Execution by the registered proprietor**  
I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note\* below]  
Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

Signature of witness:	Signature of registered proprietor:
Name of witness: See Annexure A	
Address of witness: for Signatures	

I Matthew Smith am authorised to make these amendments 17/08/2015

(H) **Consent of the mortgagee**  
The mortgagee under mortgage No. AJ113838, 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: <u>[Signature]</u>	Signature of mortgagee: <u>[Signature]</u>
Name of witness: <u>Con Kefalianos</u> Bank Officer,	Tier Three Attorney <u>Kelly Liu</u>
Address of witness: <u>1 King St, Concord West, NSW 2138</u>	Book no 4299 No 332 POA H663334

SP90847

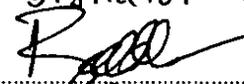
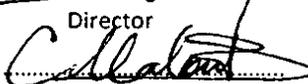
CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1900 by the registered proprietor  
ANNEXURE A

Registered Proprietors

- B. & C. Maloukis Pty Ltd (in 20/100 Share)
- 132 Alison Rd Pty Ltd (in 20/100 Share)
- Parrish Family Investments Pty Ltd (in 20/100 Share)
- Simon Joseph Kassis and Nicole Rewa Kassis (in 20/100 Share)
- And Stephen John Abbott and Nicole Anne Abbott (in 20/100 Share)

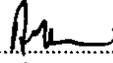
Signed for and on behalf of

B. & C. Maloukis Pty Ltd by  
ACN 600 120 661  
authority  
S 127 of the  
Corporations Act 2001

Signator of authorised persons  
  
Bill Maloukis  
Director  
  
Cathy Maloukis  
Secretary

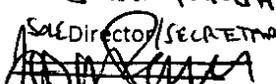
Signed for and on behalf of

132 Alison Rd Pty Ltd by  
ACN 169 741 244  
authority S 127 of the  
Corporations Act 2001

SIGNATURE OF AUTHORIZED PERSONS  
  
Anthony Kassis  
Sole Director/Secretary  
~~~~  
Anthony Kassis  
Secretary

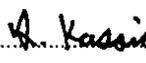
Signed for and on behalf of

Parrish Family Investments Pty Ltd by  
ACN 600 124 749  
authority S 127 of the  
Corporations Act 2001

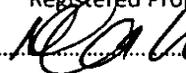
SIGNATURE OF AUTHORIZED PERSONS  
  
Jason Parrish  
Sole Director/Secretary  
~~~~  
Jason Parrish  
Secretary

Signed in my presence by

Simon Joseph Kassis

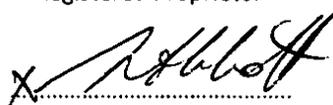
  
Registered Proprietor

and Nicole Rewa Kassis

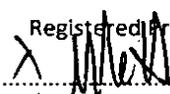
  
Registered Proprietor

Signed in my presence by

Stephen John Abbott

  
Registered Proprietor

and Nicole Anne Abbott

  
Registered Proprietor

Witness  
name of witness  
Jarrod Radcliffe  
address of  
witness  
2 Barbara Pl,  
Lugarno NSW



Annexure A 'B'

**Property Address:** 132-134 Alison Road, Randwick

Lot No 2 ; DP 2556

**Terms of Positive Covenant**

The registered proprietors hereby covenant that a specific sinking fund of \$50.00 per strata lot per quarter as of 2014, then indexed to the Australian Consumer Price Index (commonly referred to as the CPI), as determined by the Australian Bureau of Statistics, will be established and allocated for ongoing repair and maintenance works to the heritage building erected on the subject land.

These works are to be in accordance with the ongoing Maintenance Schedule dated 1 December 2014 prepared by Brad Inwood, of Brad Inwood Architects.

This covenant shall not be revoked or modified without prior written approval of Randwick City Council.



Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAW**

New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



**AM426132E**

**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/SP90847	
(B) LODGED BY	Document Collection Box <b>6326J</b>	Name, Address or DX, Telephone, and Customer Account Number if any Linders Strata Management Pty Ltd Locked Bag 1919 St Leonards NSW 1590 ph. 8424 9700 Reference: 132145H
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 90847 certify that a special resolution was passed on 25/1/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BY LAW 2  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

see attached Annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 90847 was affixed on 23/5/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

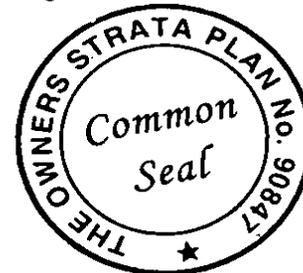
Name: Andrew Abbott

Authority: Strata Managing Agent

Signature:

Name:

Authority:



Plan 90847

# ANNEXURE 'A'

## By-Law 1 Definitions & Interpretation

### DEFINITIONS & INTERPRETATION

1. In these By-Laws, unless a contrary intention appears:

**"Act"** means the *Strata Schemes Management Act 1996*.

**"Authority"** means a governmental body or local governmental administrative, fiscal or judicial department or entity, a statutory agency or authority including Council.

**"Balcony"** means a balcony or courtyard.

**"Building"** means all parts of the building comprising the Scheme.

**"Council"** means Randwick City Council or if a provision of the *Environmental Planning and Assessment Act 1979*, the Regulations or an environmental planning instrument specifies a Minister, the Planning Assessment Commission, a joint regional planning panel or public authority (other than a council) as having the function to determine such application - that Minister, Commission, panel or authority, as the case may be.

**"Developer"** mean each of 132 Alison Rd Pty Ltd, Simon Joseph Kassis, Nicole Rewa Kassis, B & C Maloukis Pty Ltd, Parrish Family Investments Pty Ltd, Stephen John Abbott and Nicole Anne Abbott and/or their nominees.

**"Development Consent"** means the determination of Development Application No. 558/2014 issued by Council as amended from time-to-time.

**"Hard Surface Flooring"** means any flooring material that is not carpet or other soft covering but does not include polished concrete flooring.

**"Scheme"** means the Strata Scheme constituted on registration of the Strata Plan.

**"Security Key"** means a key, pass code, swipe pass or other device or information used to open and close common property doors, gates or locks or to operate alarms, security systems or communication systems, in the Building.

**"Strata Manager"** means the person appointed by the Owners Corporation as its managing agent under Section 27 of the Act.

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

**"Visitor Parking Spaces"** means those areas of common property that are designated in the Strata Plan as car spaces for the parking of motor vehicles by visitors to the Scheme.

2. In these by-laws, unless the context otherwise requires:

- a. Words defined in the *Strata Schemes Management Act 1996* have the meaning given in that Act.
- b. headings are for convenience only and do not affect the interpretation of these by-laws;
- c. words importing the singular include the plural, and vice versa;
- d. words importing a gender include any gender;
- e. a reference to anything includes a part of that thing; and
- f. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws carrying, consolidation or replacing them; and
- g. a reference to legislation or legislative requirements including modifying, consolidating or replacement legislation or legislative provisions;



## **By-Law 2**

### **Noise**

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

## **By-Law 3**

### **Vehicles & parking**

1. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit invitees of the owner or occupier (except for the Visitor Parking Spaces) to do so with the prior written approval of the Owners Corporation.
2. The Visitor Parking Spaces are available only for temporary use by visitors. An owner or occupier of a lot must not park or stand a vehicle on the Visitor Parking Spaces.
3. A visitor may only park their motor vehicle in the Visitor Parking Spaces during the time that they are physically present at the Scheme.

## **By-Law 4**

### **Obstruction of common property**

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

## **By-Law 5**

### **Damage to common property**

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the Owners Corporation.
2. An approval given by the Owners Corporation under this clause cannot authorise any additions to the common property.
3. This by-law does not prevent an owner or person authorised by an owner from installing:
  - a. any locking device for protection of the owner's lot against intruders or to improve safety within the owner's lot;
  - b. any screen or other device installed on the inside of a door or window to prevent entry of animals or insects on the lot;
  - c. any structure or device to prevent harm to children; or
  - d. any device used to affix decorative items to the internal surfaces of walls in the owner's lot provided that no such device shall penetrate a wall deeper than 25mm. This clause is provided to ensure the acoustic integrity of the walling systems is maintained.
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must, except for items attached to the inner surfaces of walls, have an appearance after it has been installed in keeping with the appearance of the rest of the building.
5. Despite section 62 of the Act, the owner of a Lot must:
  - a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in this clause that forms part of the common property and that services the lot, and
  - b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this clause and that services the lot.
6. An owner or occupier must:
  - a. Immediately notify the Owners' Corporation of any damage to or defect in the common property; and
  - b. Compensate the Owners' Corporation for any damage to the common property caused by an owner or occupier or persons doing work on the Scheme on an owner or occupier's behalf or their visitors.

## **By-Law 6**

### **Behaviour of owners & occupiers**

1. An owner or occupier of a lot when on common property must be adequately clothed and must not:
  - a. do anything on the lot or common property which is illegal; or
  - b. use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot, their invitees or to any person lawfully using common property.
  - c. permit their invitees to remain on the common property unsupervised except as necessary for access of the invitees; or
  - d. permit the car parking areas of the Building designated for the parking of vehicles to be used for any purpose other than for housing vehicles or motor cycles

## **By-Law 7**

### **Children playing on common property**

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

## **By-Law 8**

### **Behaviour of invitees**

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

## **By-Law 9**

### **Discarding items on common property**

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

## **By-Law 10**

### **Drying of items in lot**

1. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
2. An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from the street level outside the parcel.
3. An owner or occupier of a lot may hang washing on any part of the lot that will be visible from the street level outside the parcel only if the owner or occupier has the prior written approval of the Owners Corporation.
4. In this clause "washing" includes any clothing, towel, bedding or other article of a similar type.

## **By-Law 11**

### **Cleaning of windows**

1. An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless
  - a. the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - b. that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

## **By-Law 12**

### **Storage of flammable liquids**

1. An owner or occupier of a lot must not, except without the prior written approval of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other flammable material.
2. This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **By-Law 13**

### **Carriage of goods**

1. An owner or occupier of a lot shall not move furniture:
  - a. other than between the hours of 8:00am and 6:00pm Monday to Friday, and Saturday between 8:00am and noon; or
  - b. on any Sunday or Public Holiday; or
  - c. at other times; without the prior written approval of the Owners Corporation.
2. An owner or occupier of a lot must supervise any removalist or other person engaged by the owner or occupier to move furniture to ensure that no damage is done to the common property.
3. An owner or occupier of a lot must at their expense rectify any damage caused to the common property by the moving of furniture. Rectification may include the repainting of marked walls.
4. An owner or occupier of a lot must at their expense remove any material, debris or waste left on any part of the common property as a consequence of the moving of furniture.
5. An owner or occupier of a lot must at their expense clean any part of the common property necessary as a consequence of the moving of furniture.
6. The owner of a lot is responsible to reimburse the Owners Corporation for the cost of performing any work required to remedy a breach of the terms of this by-law.

## **By-Law 14**

### **Floor coverings**

1. An owner or occupier of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2. An owner may install Hard Surface Flooring to the lot, however the owner must provide the following information to the Owners Corporation at least two weeks prior to the commencement of any works:
  - a. a detailed description of the product(s) to be installed including details of any insulation;
  - b. the details of the supplier of the product(s) and the installer including any required building licence;
  - c. evidence that adequate insulation will be installed to prevent the transmission from the floor space of noise or sounds likely to disturb the peaceful enjoyment of an owner or occupier of another lot; and
  - d. evidence that the proposed works will achieve a sound rating performance no less than the relevant Australian Standards or 4 Star Rating pursuant to the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating 2010 (whichever is the greater).
3. Any works under this by-law shall be subject to the further following conditions:
  - a. All costs associated with the installation and future maintenance, repair and replacement and renewal of the Hard Flooring are to be the responsibility of the owner concerned;
  - b. The owner agrees to indemnify the Owners Corporation against any liability or expense incurred by the Owners Corporation arising out of or incidental to the installation, maintenance, repair or renewal or replacement of the Hard Flooring;
  - c. The owner must make good any common property damaged in the course of, or by reason of, the installation maintenance, repair or renewal or replacement of the Hard Flooring;
  - d. The owner must ensure that all works are to be undertaken in accordance with the Building Code of Australia, legislation, manufacturer's specifications and any other relevant standard and such works must be undertaken in a proper and tradesmanlike manner; and
  - e. Within 21 days of the installation of the Hard Flooring, the owner must obtain, at their cost, expert certification that the works comply with the terms of this by-law and achieve a sound rating performance no less than the relevant Australian Standards or 4 Star Rating pursuant to the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating 2010 (whichever is the greater).



## **By-Law 15**

### **Disposal of garbage**

1. An owner or occupier of a lot must:
  - a. dispose of recyclable waste by placing it in an appropriate container in the nominated garbage area;
  - b. ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
  - c. promptly remove anything which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled;
  - d. comply with the directions from time to-time of the executive committee as to the manner of disposal of garbage;
  - e. comply with Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
  - f. notify Council of any loss of/or damage to receptacles provided by the Council for garbage, recyclable material or waste.
2. The Owners Corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the Council's requirements and the owners and occupiers of lots shall comply with such signage.

## **By-Law 16**

### **Keeping of Animals**

1. Subject to section 49(4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
2. Owners or occupiers may make an application to the Owners Corporation for the approval of the keeping of an animal.
3. The application referred to in clause 16.2 must be made in writing to the Owners Corporation and must contain the following:
  - a. a detailed description of the animal proposed to be kept (including details of the breed and size of the animal); and
  - b. a photograph of the animal (if available).
4. An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the Owners Corporation at either a general meeting of the Owners Corporation or at an executive committee meeting within 28 days of the date of the application.
5. Any approval given by the Owners Corporation under this clause may contain any reasonable conditions approved by the Owners Corporation at the time that the consent is given in addition to the conditions in clause 16.6.
6. In keeping any fish in a secured aquarium or any other animal approved by the Owners Corporation, an owner or occupier of a lot shall:
  - a. keep the animal within the boundaries of their lot;

- b. ensure that when an animal is taken across common property that it is kept secured;
  - c. comply with any directions of or guidelines as may be published by the executive committee or Strata Manager; and
  - d. do all acts and things necessary to:
    - i. ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property; and
    - ii. clean any areas of a lot or common property that are soiled by the animal; and
    - iii. remain liable for any damage to a lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the keeping of the animal including any damage to any person, lot or common property and any costs of high pressure water cleaning.
7. If an owner or occupier does not comply with any obligation under this by-law, then the Owners Corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the owner or occupier.
8. If any approval to keep an animal is revoked or terminated by the Owners Corporation then the owner and/or occupier shall remove the animal from the Scheme within 28 days from the date that a written notice is given to the owner or occupier by the Owners Corporation.
9. An owner or occupier must not allow any visitor to bring any animal onto lot or common property unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and the visitor needs the dog or other animal because of a visual, a hearing or other disability.

## **By-Law 17**

### **Appearance of lot**

The owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

## **By-Law 18**

### **Change in use of lot**

1. An owner or occupier of a lot must notify the Owners Corporation if the owner or occupier changes the existing use of the lot in a way that may affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the lot or results in the lot being used for commercial or industrial purposes rather than residential purposes).
2. Nothing in this By-Law should be construed as authorising any owner or occupier of any lot to change the use of their lot. Any use of a lot must comply with the requirements of Development Consent, the requirements of Council, these by-laws and the provisions of the *Environmental Planning and Assessment Act 1979*.
3. If any change of use of a lot as notified to the Owners Corporation under this clause causes an increase in the insurance premiums for the Scheme then the owner of the lot whose use caused the increase will be liable to the Owners Corporation for the differential in the new premium and will pay the Owners Corporation that amount as stipulated under the Act.

## **By-Law 19**

### **Use of barbecues**

1. Provided that all relevant laws are complied with, the owner or occupier may store and operate a portable barbecue on the balcony of a lot provided the barbecue is a covered gas or electric portable barbecue only.
2. The owner or occupier must keep the barbecue covered when not in use and must keep the barbecue clean and tidy.
3. The owner or occupier must not create excessive smoke, odours or noise which interferes unreasonably with another owner or occupier.

## **By-Law 20**

### **Noticeboard**

The Owners Corporation must cause a noticeboard to be affixed to some part of the common property that cannot be viewed from outside the building.

## **By-Law 21**

### **Provision of amenities**

1. The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - a. window cleaning;
  - b. building washing;
  - c. electricity, water or gas supply;
  - d. Common Property cleaning and maintenance;
  - e. telecommunication services (for example, ADSL connection, cable television);
  - f. garden and landscape maintenance; and
  - g. lift maintenance
2. If the Owners Corporation makes a resolution referred to in this clause to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## **By-Law 22**

### **Security alarms**

1. An owner or occupier may install a security alarm within a lot without the consent from the Owners Corporation provided that;
  - a. the alarm is a back-to-base facility and is not to be audible;
  - b. the alarm signal is contained within the lot;
  - c. the alarm does not have flashing lights external to the lot; and
  - d. the installation is not attached to or interferes with common property.

## **By-Law 23**

### **Rights of owners corporation upon breach of the by-laws**

1. The Owners Corporation may do anything on or in a lot that should have been done under the by-laws but which the owner has not done.
2. The Owners Corporation must give the owner or occupier a written notice specifying when it will enter the lot to do the work and the owner or occupier must:
  - a. give the Owners Corporation (or persons authorised by it) access to the lot in accordance with the provisions of the Act; and
  - b. pay the Owners Corporation its proper and reasonable costs for doing the work.
3. The Owners Corporation may recover any money the owner may owe it under these by-laws as a debt.

## **By-Law 24**

### **Security and keys**

1. The security of the building is of paramount importance to owners and occupiers. If it considers it necessary, the Owners Corporation may restrict, by means of Security Key, access to any level of the Building, or part of the Building.
2. Owners and occupiers must not do or permit anything which may prejudice the security or safety of the building.
3. If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to owners and occupiers one Security Key free of charge.
4. The Owners Corporation may charge owners and occupiers a fee of \$100.00 for any additional Security Key they may require.
5. Owners and occupiers must exercise great care in making a Security Key available for users of their lot.
6. Owners and occupiers must take all reasonable steps to ensure return of the Security Key to the owner or the Owners Corporation.
7. Owners and occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another owner or occupier or to the Owners Corporation.
8. Owners and occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
9. The Owners Corporation has the power to re-code Security Keys and to require owners and occupiers to return their Security Keys to have them re-coded.
10. The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, owners and occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

## **By-Law 26**

### **No smoking**

1. An owner or occupier of a lot must not:
  - a. Smoke any substance on any area of the common property; or
  - b. Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot.
2. An occupier of a lot must take all reasonable steps to ensure that invitees of the occupier do not:
  - a. Smoke any substance on any area of the common property or allow smoke from such substance to enter common property, or
  - b. Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot.
3. An owner of a lot must take all reasonable steps to ensure that the occupier of their lot complies with the terms of this by-law.
4. The terms of this by-law are in addition to the terms of section 117 of the Act.

## **By-Law 27**

### **Preservation of fire safety**

1. The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the Scheme or to reduce the level of fire safety in the lots or common property.
2. An owner or occupier shall not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of any emergency.
3. An owner or occupier shall not obstruct the free path of travel in any fire stair, corridor, lobby, or external access way: nor place nor permit the placing of any object that would obstruct such free path of travel ensuring a sterile environment.
4. The Owners Corporation shall ensure that all fire stairs, corridor, lobbies, and external access way are kept free of any object that would obstruct free path of travel ensuring a sterile environment. The Owners Corporation may remove any object left in such area and make it available for collection at a place nominated by the executive committee.
5. In accordance with the provisions of the Act, the occupier of a lot must allow the Owners Corporation, through its agents, access to the lot for the purpose of fire safety inspections and compliance with the requirements.

## **By-Law 28**

### **Access to balcony of lots 3, 4 & 5**

1. The owners of lots 3, 4 and 5 from time to time must provide access to the representative of any Utility Service provider for the purposes of that Utility Services provider maintaining and repairing any services equipment or reading any meter related to that particular service.
2. For the purposes of this by-law "Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television).

## **By-Law 29**

### **Exclusive use area - lot 3**

1. This is a by-law made pursuant to section 52 of the Act providing the owner of lot 3 from time to time with the exclusive use of, and special privilege to keep, the area cross hatched below:

Annexure below

## **By-Law 30**

### **Exclusive use areas - lots 11,12,13,14 & 15**

1. This is a by-law made pursuant to section 52 of the Act providing the owners of each of lots 11, 12, 13, 14 and 15 from time to time with the exclusive use of the common property ceiling and roof cavity area directly above each of their lots up to the underside of the roof structure of the Building ("the Roof Space Area") on the following conditions:
  - a. The Roof Space Area is to be used only in accordance with the Development Consent.
  - b. The Roof Space Area may be utilised for storage provided that the terms of by-law 12 are complied with.
  - c. For the purposes of using the Roof Space Area directly above their lot, each lot owner is granted the special privilege to construct an access hatch to their Roof Space Area provided that:
    - i. the lot owner is to provide details of any such proposed access hatch to the Owners Corporation for approval prior to work being conducted, with such approval not to be unreasonably withheld;
    - ii. any work is to be conducted in a proper and workmanlike manner, at the cost of the lot owner;
    - iii. the lot owner is to ensure that all consents have been obtained by any relevant Authority which may include Council;
    - iv. the lot owner accepts responsibility for maintenance and repair of the works and any claim arising out of the works and indemnifies the Owners Corporation for such; and
    - v. the lot owner must not negatively affect any fire safety measure or structural support in the Building by conducting such works; and
    - vi. the Owners Corporation may require the lot owner to obtain at their cost, the opinion of a fire safety expert and / or a structural engineer prior to the access hatch being approved.

## **Special By-Law 1**

### **Electronic notices**

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

# By-Law 29 Annexure





## STRATA SCHEME 90847

### SPECIAL BY-LAW NO. 2

### Installation of Child Window Safety Devices

#### PART 1

##### PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
- 1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:
- (a) install Child Window Safety Devices; and
  - (b) to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.
- 1.4 The Child Window Safety Devices will be installed on any openable window where:
- (a) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - (b) when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - (c) any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

#### PART 2

##### GRANT OF POWER

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

#### PART 3

##### DEFINITIONS & INTERPRETATION

#### 3.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

- (c) **Building** means the building situated at 132 Alison Road, Randwick
- (d) **Child Window Safety Device** means the installation of:
- (i) a device which allows a window to be locked with a maximum opening of 125mm;
  - (ii) the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
  - (iii) any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),
- to Non-compliant Windows.
- (e) **Non-compliant Window** means any openable window in the building where:
- (i) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - (ii) the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - (iii) any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- (f) **Lot** means any individual lot in strata plan 90847.
- (g) **Owner** means owner of a Lot.

### 3.2 Interpretation

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

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

## PART 4

### INSTALLATION OF CHILD WINDOW SAFETY DEVICE

- 4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.
- 4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to

ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.

- 4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.
- 4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- 4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

## **PART 5**

### **ACCESS**

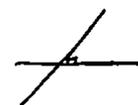
- 5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:
  - (a) installing the Child Window Safety Devices; and
  - (b) determining whether the Child Window Safety Devices require any maintenance, repair or replacement.
- 5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

## **PART 6**

### **MAINTENANCE, REPAIR AND REPLACEMENT**

- 6.1.1 The Owners acknowledge and agree that:
  - (a) they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
  - (b) the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.
- 6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

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



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### Approved Form 10

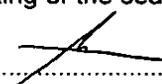
#### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 90847 was affixed on ^ 23/6/17 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: Andrew Abbott Authority: ~~Strata Managing Agent~~

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



^ Insert appropriate date  
\* Strike through if inapplicable.

---

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

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

Form: 15CH  
Release: 2.0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AQ101875S**

**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/SP90847
---------------------------------------

(B) **LODGED BY**

Document Collection Box  <b>6326J</b>	Name, Address or DX, Telephone, and Customer Account Number if any Strata Choice Pty Ltd Locked Bag 1919 St Leonards NSW 1590 ph. 8424 9700	CODE  <b>CH</b>
	Reference: Account No. 132145H	

- (C) The Owners-Strata Plan No. 90847 certify that a special resolution was passed on 30/12/2019
- (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 5  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

see attached Annexure



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "X"
- (G) The seal of The Owners-Strata Plan No. 90847 was affixed on 13/5/2020 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Scott Martin

Authority: Strata Managing Agent

Signature:

Name:

Authority:

Plan 90847

## ANNEXURE "X"

### By-Law 1 Definitions & Interpretation

#### DEFINITIONS & INTERPRETATION

1. In these By-Laws, unless a contrary intention appears:

**"Act"** means the *Strata Schemes Management Act 1996*.

**"Authority"** means a governmental body or local governmental administrative, fiscal or judicial department or entity, a statutory agency or authority including Council.

**"Balcony"** means a balcony or courtyard.

**"Building"** means all parts of the building comprising the Scheme.

**"Council"** means Randwick City Council or if a provision of the *Environmental Planning and Assessment Act 1979*, the Regulations or an environmental planning instrument specifies a Minister, the Planning Assessment Commission, a joint regional planning panel or public authority (other than a council) as having the function to determine such application - that Minister, Commission, panel or authority, as the case may be.

**"Developer"** mean each of 132 Alison Rd Pty Ltd, Simon Joseph Kassis, Nicole Rewa Kassis, B & C Maloukis Pty Ltd, Parrish Family Investments Pty Ltd, Stephen John Abbott and Nicole Anne Abbott and/or their nominees.

**"Development Consent"** means the determination of Development Application No. 558/2014 issued by Council as amended from time-to-time.

**"Hard Surface Flooring"** means any flooring material that is not carpet or other soft covering but does not include polished concrete flooring.

**"Scheme"** means the Strata Scheme constituted on registration of the Strata Plan.

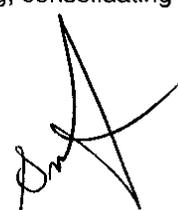
**"Security Key"** means a key, pass code, swipe pass or other device or information used to open and close common property doors, gates or locks or to operate alarms, security systems or communication systems, in the Building.

**"Strata Manager"** means the person appointed by the Owners Corporation as its managing agent under Section 27 of the Act.

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

**"Visitor Parking Spaces"** means those areas of common property that are designated in the Strata Plan as car spaces for the parking of motor vehicles by visitors to the Scheme.

2. In these by-laws, unless the context otherwise requires:
  - a. Words defined in the *Strata Schemes Management Act 1996* have the meaning given in that Act.
  - b. headings are for convenience only and do not affect the interpretation of these by-laws;
  - c. words importing the singular include the plural, and vice versa;
  - d. words importing a gender include any gender;
  - e. a reference to anything includes a part of that thing; and
  - f. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws carrying, consolidation or replacing them; and
  - g. a reference to legislation or legislative requirements including modifying, consolidating or replacement legislation or legislative provisions;



## **By-Law 2 Noise**

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

## **By-Law 3 Vehicles & parking**

1. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit invitees of the owner or occupier (except for the Visitor Parking Spaces) to do so with the prior written approval of the Owners Corporation.
2. The Visitor Parking Spaces are available only for temporary use by visitors. An owner or occupier of a lot must not park or stand a vehicle on the Visitor Parking Spaces.
3. A visitor may only park their motor vehicle in the Visitor Parking Spaces during the time that they are physically present at the Scheme.

## **By-Law 4 Obstruction of common property**

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



## **By-Law 5**

### **Damage to common property**

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the Owners Corporation.
2. An approval given by the Owners Corporation under this clause cannot authorise any additions to the common property.
3. This by-law does not prevent an owner or person authorised by an owner from installing:
  - a. any locking device for protection of the owner's lot against intruders or to improve safety within the owner's lot;
  - b. any screen or other device installed on the inside of a door or window to prevent entry of animals or insects on the lot;
  - c. any structure or device to prevent harm to children; or
  - d. any device used to affix decorative items to the internal surfaces of walls in the owner's lot provided that no such device shall penetrate a wall deeper than 25mm. This clause is provided to ensure the acoustic integrity of the walling systems is maintained.
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must, except for items attached to the inner surfaces of walls, have an appearance after it has been installed in keeping with the appearance of the rest of the building.
5. Despite section 62 of the Act, the owner of a Lot must:
  - a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in this clause that forms part of the common property and that services the lot, and
  - b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this clause and that services the lot.
6. An owner or occupier must:
  - a. Immediately notify the Owners' Corporation of any damage to or defect in the common property; and
  - b. Compensate the Owners' Corporation for any damage to the common property caused by an owner or occupier or persons doing work on the Scheme on an owner or occupier's behalf or their visitors.

## **By-Law 6 Behaviour of owners & occupiers**

1. An owner or occupier of a lot when on common property must be adequately clothed and must not:
  - a. do anything on the lot or common property which is illegal; or
  - b. use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot, their invitees or to any person lawfully using common property.
  - c. permit their invitees to remain on the common property unsupervised except as necessary for access of the invitees; or
  - d. permit the car parking areas of the Building designated for the parking of vehicles to be used for any purpose other than for housing vehicles or motor cycles

## **By-Law 7 Children playing on common property**

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

## **By-Law 8 Behaviour of invitees**

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

## **By-Law 9 Discarding items on common property**

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

## **By-Law 10 Drying of items in lot**

1. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
2. An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from the street level outside the parcel.
3. An owner or occupier of a lot may hang washing on any part of the lot that will be visible from the street level outside the parcel only if the owner or occupier has the prior written approval of the Owners Corporation.
4. In this clause "washing" includes any clothing, towel, bedding or other article of a similar type.

### **By-Law 11**

#### **Cleaning of windows**

1. An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless
  - a. the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - b. that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

### **By-Law 12**

#### **Storage of flammable liquids**

1. An owner or occupier of a lot must not, except without the prior written approval of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other flammable material.
2. This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **By-Law 13**

#### **Carriage of goods**

1. An owner or occupier of a lot shall not move furniture:
  - a. other than between the hours of 8:00am and 6:00pm Monday to Friday, and Saturday between 8:00am and noon; or
  - b. on any Sunday or Public Holiday; or
  - c. at other times; without the prior written approval of the Owners Corporation.
2. An owner or occupier of a lot must supervise any removalist or other person engaged by the owner or occupier to move furniture to ensure that no damage is done to the common property.
3. An owner or occupier of a lot must at their expense rectify any damage caused to the common property by the moving of furniture. Rectification may include the repainting of marked walls.
4. An owner or occupier of a lot must at their expense remove any material, debris or waste left on any part of the common property as a consequence of the moving of furniture.
5. An owner or occupier of a lot must at their expense clean any part of the common property necessary as a consequence of the moving of furniture.
6. The owner of a lot is responsible to reimburse the Owners Corporation for the cost of performing any work required to remedy a breach of the terms of this by-law.

## **By-Law 14**

### **Floor coverings**

1. An owner or occupier of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2. An owner may install Hard Surface Flooring to the lot, however the owner must provide the following information to the Owners Corporation at least two weeks prior to the commencement of any works:
  - a. a detailed description of the product(s) to be installed including details of any insulation;
  - b. the details of the supplier of the product(s) and the installer including any required building licence;
  - c. evidence that adequate insulation will be installed to prevent the transmission from the floor space of noise or sounds likely to disturb the peaceful enjoyment of an owner or occupier of another lot; and
  - d. evidence that the proposed works will achieve a sound rating performance no less than the relevant Australian Standards or 4 Star Rating pursuant to the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating 2010 (whichever is the greater).
3. Any works under this by-law shall be subject to the further following conditions:
  - a. All costs associated with the installation and future maintenance, repair and replacement and renewal of the Hard Flooring are to be the responsibility of the owner concerned;
  - b. The owner agrees to indemnify the Owners Corporation against any liability or expense incurred by the Owners Corporation arising out of or incidental to the installation, maintenance, repair or renewal or replacement of the Hard Flooring;
  - c. The owner must make good any common property damaged in the course of, or by reason of, the installation maintenance, repair or renewal or replacement of the Hard Flooring;
  - d. The owner must ensure that all works are to be undertaken in accordance with the Building Code of Australia, legislation, manufacturer's specifications and any other relevant standard and such works must be undertaken in a proper and tradesmanlike manner; and
  - e. Within 21 days of the installation of the Hard Flooring, the owner must obtain, at their cost, expert certification that the works comply with the terms of this by-law and achieve a sound rating performance no less than the relevant Australian Standards or 4 Star Rating pursuant to the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating 2010 (whichever is the greater).

## **By-Law 15**

### **Disposal of garbage**

1. An owner or occupier of a lot must:
  - a. dispose of recyclable waste by placing it in an appropriate container in the nominated garbage area;
  - b. ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
  - c. promptly remove anything which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled;
  - d. comply with the directions from time to-time of the executive committee as to the manner of disposal of garbage;
  - e. comply with Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
  - f. notify Council of any loss of/or damage to receptacles provided by the Council for garbage, recyclable material or waste.
2. The Owners Corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the Council's requirements and the owners and occupiers of lots shall comply with such signage.

## **By-Law 16**

### **Keeping of Animals**

1. Subject to section 49(4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
2. Owners or occupiers may make an application to the Owners Corporation for the approval of the keeping of an animal.
3. The application referred to in clause 16.2 must be made in writing to the Owners Corporation and must contain the following:
  - a. a detailed description of the animal proposed to be kept (including details of the breed and size of the animal); and
  - b. a photograph of the animal (if available).
4. An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the Owners Corporation at either a general meeting of the Owners Corporation or at an executive committee meeting within 28 days of the date of the application.
5. Any approval given by the Owners Corporation under this clause may contain any reasonable conditions approved by the Owners Corporation at the time that the consent is given in addition to the conditions in clause 16.6.
6. In keeping any fish in a secured aquarium or any other animal approved by the Owners Corporation, an owner or occupier of a lot shall:
  - a. keep the animal within the boundaries of their lot;

- b. ensure that when an animal is taken across common property that it is kept secured;
  - c. comply with any directions of or guidelines as may be published by the executive committee or Strata Manager; and
  - d. do all acts and things necessary to:
    - i. ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property; and
    - ii. clean any areas of a lot or common property that are soiled by the animal; and
    - iii. remain liable for any damage to a lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the keeping of the animal including any damage to any person, lot or common property and any costs of high pressure water cleaning.
7. If an owner or occupier does not comply with any obligation under this by-law, then the Owners Corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the owner or occupier.
8. If any approval to keep an animal is revoked or terminated by the Owners Corporation then the owner and/or occupier shall remove the animal from the Scheme within 28 days from the date that a written notice is given to the owner or occupier by the Owners Corporation.
9. An owner or occupier must not allow any visitor to bring any animal onto lot or common property unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and the visitor needs the dog or other animal because of a visual, a hearing or other disability.

### **By-Law 17**

#### **Appearance of lot**

The owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

### **By-Law 18**

#### **Change in use of lot**

1. An owner or occupier of a lot must notify the Owners Corporation if the owner or occupier changes the existing use of the lot in a way that may affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the lot or results in the lot being used for commercial or industrial purposes rather than residential purposes).
2. Nothing in this By-Law should be construed as authorising any owner or occupier of any lot to change the use of their lot. Any use of a lot must comply with the requirements of Development Consent, the requirements of Council, these by-laws and the provisions of the *Environmental Planning and Assessment Act 1979*.
3. If any change of use of a lot as notified to the Owners Corporation under this clause causes an increase in the insurance premiums for the Scheme then the owner of the lot whose use caused the increase will be liable to the Owners Corporation for the differential in the new premium and will pay the Owners Corporation that amount as stipulated under the Act.

## **By-Law 19**

### **Use of barbecues**

1. Provided that all relevant laws are complied with, the owner or occupier may store and operate a portable barbecue on the balcony of a lot provided the barbecue is a covered gas or electric portable barbecue only.
2. The owner or occupier must keep the barbecue covered when not in use and must keep the barbecue clean and tidy.
3. The owner or occupier must not create excessive smoke, odours or noise which interferes unreasonably with another owner or occupier.

## **By-Law 20**

### **Noticeboard**

The Owners Corporation must cause a noticeboard to be affixed to some part of the common property that cannot be viewed from outside the building.

## **By-Law 21**

### **Provision of amenities**

1. The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - a. window cleaning;
  - b. building washing;
  - c. electricity, water or gas supply;
  - d. Common Property cleaning and maintenance;
  - e. telecommunication services (for example, ADSL connection, cable television);
  - f. garden and landscape maintenance; and
  - g. lift maintenance
2. If the Owners Corporation makes a resolution referred to in this clause to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## **By-Law 22**

### **Security alarms**

1. An owner or occupier may install a security alarm within a lot without the consent from the Owners Corporation provided that;
  - a. the alarm is a back-to-base facility and is not to be audible;
  - b. the alarm signal is contained within the lot;
  - c. the alarm does not have flashing lights external to the lot; and
  - d. the installation is not attached to or interferes with common property.

### **By-Law 23**

#### **Rights of owners corporation upon breach of the by-laws**

1. The Owners Corporation may do anything on or in a lot that should have been done under the by-laws but which the owner has not done.
2. The Owners Corporation must give the owner or occupier a written notice specifying when it will enter the lot to do the work and the owner or occupier must:
  - a. give the Owners Corporation (or persons authorised by it) access to the lot in accordance with the provisions of the Act; and
  - b. pay the Owners Corporation its proper and reasonable costs for doing the work.
3. The Owners Corporation may recover any money the owner may owe it under these by-laws as a debt.

### **By-Law 24**

#### **Security and keys**

1. The security of the building is of paramount importance to owners and occupiers. If it considers it necessary, the Owners Corporation may restrict, by means of Security Key, access to any level of the Building, or part of the Building.
2. Owners and occupiers must not do or permit anything which may prejudice the security or safety of the building.
3. If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to owners and occupiers one Security Key free of charge.
4. The Owners Corporation may charge owners and occupiers a fee of \$100.00 for any additional Security Key they may require.
5. Owners and occupiers must exercise great care in making a Security Key available for users of their lot.
6. Owners and occupiers must take all reasonable steps to ensure return of the Security Key to the owner or the Owners Corporation.
7. Owners and occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another owner or occupier or to the Owners Corporation.
8. Owners and occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
9. The Owners Corporation has the power to re-code Security Keys and to require owners and occupiers to return their Security Keys to have them re-coded.
10. The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, owners and occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.



## **By-Law 26**

### **No smoking**

1. An owner or occupier of a lot must not:
  - a. Smoke any substance on any area of the common property; or
  - b. Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot.
2. An occupier of a lot must take all reasonable steps to ensure that invitees of the occupier do not:
  - a. Smoke any substance on any area of the common property or allow smoke from such substance to enter common property, or
  - b. Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot.
3. An owner of a lot must take all reasonable steps to ensure that the occupier of their lot complies with the terms of this by-law.
4. The terms of this by-law are in addition to the terms of section 117 of the Act.

## **By-Law 27**

### **Preservation of fire safety**

1. The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the Scheme or to reduce the level of fire safety in the lots or common property.
2. An owner or occupier shall not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of any emergency.
3. An owner or occupier shall not obstruct the free path of travel in any fire stair, corridor, lobby, or external access way: nor place nor permit the placing of any object that would obstruct such free path of travel ensuring a sterile environment.
4. The Owners Corporation shall ensure that all fire stairs, corridor, lobbies, and external access way are kept free of any object that would obstruct free path of travel ensuring a sterile environment. The Owners Corporation may remove any object left in such area and make it available for collection at a place nominated by the executive committee.
5. In accordance with the provisions of the Act, the occupier of a lot must allow the Owners Corporation, through its agents, access to the lot for the purpose of fire safety inspections and compliance with the requirements.

## **By-Law 28**

### **Access to balcony of lots 3, 4 & 5**

1. The owners of lots 3, 4 and 5 from time to time must provide access to the representative of any Utility Service provider for the purposes of that Utility Services provider maintaining and repairing any services equipment or reading any meter related to that particular service.
2. For the purposes of this by-law "Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television).

## **By-Law 29**

### **Exclusive use area - lot 3**

1. This is a by-law made pursuant to section 52 of the Act providing the owner of lot 3 from time to time with the exclusive use of, and special privilege to keep, the area cross hatched below:

Annexure below

## **By-Law 30**

### **Exclusive use areas - lots 11,12,13,14 & 15**

1. This is a by-law made pursuant to section 52 of the Act providing the owners of each of lots 11, 12, 13, 14 and 15 from time to time with the exclusive use of the common property ceiling and roof cavity area directly above each of their lots up to the underside of the roof structure of the Building ("the Roof Space Area") on the following conditions:
  - a. The Roof Space Area is to be used only in accordance with the Development Consent.
  - b. The Roof Space Area may be utilised for storage provided that the terms of by-law 12 are complied with.
  - c. For the purposes of using the Roof Space Area directly above their lot, each lot owner is granted the special privilege to construct an access hatch to their Roof Space Area provided that:
    - i. the lot owner is to provide details of any such proposed access hatch to the Owners Corporation for approval prior to work being conducted, with such approval not to be unreasonably withheld;
    - ii. any work is to be conducted in a proper and workmanlike manner, at the cost of the lot owner;
    - iii. the lot owner is to ensure that all consents have been obtained by any relevant Authority which may include Council;
    - iv. the lot owner accepts responsibility for maintenance and repair of the works and any claim arising out of the works and indemnifies the Owners Corporation for such; and
    - v. the lot owner must not negatively affect any fire safety measure or structural support in the Building by conducting such works; and
    - vi. the Owners Corporation may require the lot owner to obtain at their cost, the opinion of a fire safety expert and / or a structural engineer prior to the access hatch being approved.

## **Special By-Law 1**

### **Electronic notices**

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

## **Special By-Law 2**

### **Child window safety devices**

## PART 1

### PREAMBLE

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

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

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

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

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

- a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

## PART 2

### GRANT OF POWER

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

## PART 3

### DEFINITIONS & INTERPRETATION

#### 3.1 Definitions

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

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **Building** means the building situated at 132 Alison Road, Randwick
- d. **Child Window Safety Device** means the installation of:
  - i. a device which allows a window to be locked with a maximum opening of 125mm;
  - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
  - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),  
to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:

- i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- f. **Lot** means any individual lot in strata plan 90847.
- g. **Owner** means owner of a Lot.

### **3.2 Interpretation**

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

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

## **PART 4**

### **INSTALLATION OF CHILD WINDOW SAFETY DEVICE**

4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.

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

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

4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.

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

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

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

## **PART 5**

### **ACCESS**

5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:

- a. installing the Child Window Safety Devices; and

- b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

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

## **PART 6**

### **MAINTENANCE, REPAIR AND REPLACEMENT**

6.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

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

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

### **Special By-Law 3 Common Property memorandum**

#### **Owners Corporation responsibilities for repair, maintenance or replacement**

##### **1. Balcony & courtyards**

- a. columns and railings
- b. doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
- c. balcony ceilings (including painting)
- d. security doors, other than those installed by an owner after registration of the strata plan
- e. original tiles and associated waterproofing, affixed at the time of registration of the strata plan
- f. common wall fencing, shown as a thick line on the strata plan
- g. dividing fences on a boundary of the strata parcel that adjoin neighbouring land
- h. awnings within common property outside the cubic space of a balcony or courtyard
- i. walls of planter boxes shown by a thick line on the strata plan
- j. that part of a tree which exists within common property

##### **2. Ceiling & roof**

- a. false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)
- b. plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's

- responsibility)
- c. guttering
- d. membranes

### **3. Electrical**

- a. air conditioning systems serving more than one lot
- b. automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller
- c. fuses and fuse board in meter room
- d. intercom handset and wiring serving more than one lot
- e. electrical wiring serving more than one lot
- f. light fittings serving more than one lot
- g. power point sockets serving more than one lot
- h. smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under Environmental Planning and Assessment Act 1979)
- i. telephone, television, internet and cable wiring within common property walls
- j. television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property
- k. lifts and lift operating systems

### **4. Entrance door**

- a. original door lock or its subsequent replacement
- b. entrance door to a lot including all door furniture and automatic closer
- c. security doors, other than those installed by an owner after registration of the strata plan

### **5. Floor**

- a. original floorboards or parquet flooring affixed to common property floors
- b. mezzanines and stairs within lots, if shown as a separate level in the strata plan
- c. original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan
- d. sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

### **6. General**

- a. common property walls
- b. the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
- c. any door in a common property wall (including all original door furniture)
- d. skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)
- e. original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan
- f. ducting cover or structure covering a service that serves more than one lot or the common property
- g. ducting for the purposes of carrying pipes servicing more than one lot
- h. exhaust fans outside the lot
- i. hot water service located outside of the boundary of any lot or where that service serves more than one lot
- j. letter boxes within common property
- k. swimming pool and associated equipment
- l. gym equipment

### **7. Parking & garage**

- a. carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan
- b. electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot
- c. garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot
- d. mesh between parking spaces, if shown by a thick line on the strata plan

#### **8.Plumbing**

- a. floor drain or sewer in common property
- b. pipes within common property wall, floor or ceiling
- c. main stopcock to unit
- d. storm water and on-site detention systems below ground

#### **9.Windows**

- a. windows in common property walls, including window furniture, sash cord and window seal
- b. insect-screens, other than those installed by an owner after the registration of the strata plan
- c. original lock or other lock if subsequently replacement by the owners corporation

#### **Lot Owner responsibilities for repair, maintenance or replacement**

##### **1.Balcony & courtyards**

- a. awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
- b. that part of a tree within the cubic space of a lot

##### **2.Ceilings & roof**

- a. false ceilings inside the lot installed by an owner after the registration of the strata plan

##### **3.Electrical**

- a. air conditioning systems, whether inside or outside of a lot, which serve only that lot
- b. fuses and fuse boards within the lot and serving only that lot
- c. in-sink food waste disposal systems and water filtration systems
- d. electrical wiring in non-common property walls within a lot and serving only that lot
- e. light fittings, light switches and power point sockets within the lot serving only that lot
- f. telephone, television, internet and cable wiring within non- common property walls and serving only that lot
- g. telephone, television, internet and cable service and connection sockets
- h. intercom handsets serving one lot and associated wiring located within non-common walls

##### **4.Entrance door**

- a. door locks additional to the original lock (or subsequent replacement of the original lock)
- b. keys, security cards and access passes

##### **5.Floor**

- a. floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
- b. lacquer and staining on surface of floorboards or parquetry flooring
- c. internal carpeting and floor coverings, unfixed floating floors
- d. mezzanines and stairs within lots that are not shown or referred to in the strata plan

##### **6.General**

- a. internal (non-common property) walls
- b. paintwork inside the lot (including ceiling and entrance door)
- c. built-in wardrobes, cupboards, shelving
- d. dishwasher
- e. stove
- f. washing machine and clothes dryer
- g. hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)
- h. internal doors (including door furniture)
- i. skirting boards and architraves on non-common property walls
- j. tiles and associated waterproofing affixed to non-common property walls
- k. letterbox within a lot
- l. pavers installed within the lot's boundaries
- m. ducting cover or structure covering a service that serves a single lot

#### **7. Parking & garage**

- a. garage door remote controller
- b. garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
- c. light fittings inside the lot where the light is used exclusively for the lot
- d. mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the Dividing Fences Act 1991 applies)

#### **8. Plumbing**

- a. pipes, downstream of any stopcock, only serving that lot and not within any common property wall
- b. pipes and 'S' bend beneath sink, laundry tub or hand basin
- c. sink, laundry tub and hand basin
- d. toilet bowl and cistern
- e. bath
- f. shower screen
- g. bathroom cabinet and mirror
- h. taps and any associated hardware

#### **9. Windows**

- a. window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)
- b. locks additional to the original (or any lock replaced by an owner)
- c. window lock keys



## Special By-Law 4 Minor renovations

### PART 1

#### DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- b. **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:
  - i. installing or replacing wood or other hard floors; and
  - ii. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.
- c. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 90847.
- d. **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

- 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 *Strata Schemes Management Act 2015*; and
- d. references to legislation includes references to amending and replacing legislation.

### PART 2

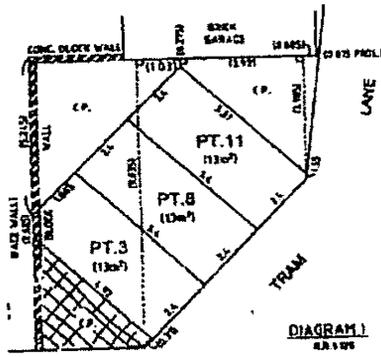
#### GRANT OF RIGHTS

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

# By-Law 29 Annexure

**BY-LAW 29: EXCLUSIVE USE AREA – LOT 3**

1. This is a by-law made pursuant to section 52 of the Act providing the owner of lot 3 from time to time with the exclusive use of, and special privilege to keep, the area cross hatched below:





## STRATA SCHEME 90847

### Special By-law 5

#### **By-law to authorise the owner of Lot 7 to add to, alter and erect new structures on the common property and exclusive use**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 7 in strata scheme 90847.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 90847.
- (f) **Works** means all building works and all related services supplied to effect the installation of the works as set out in the scope of works, quote dated 18 November 2019 and plans prepared by Tin Ma Building Solution Pty Ltd, attached to this by-law and marked Annexure "A".
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (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 *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.



## **PART 2 GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

- 3.1 Before commencement of the Works the Owner must:
  - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
  - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office; and
  - (d) provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring.

### **PART 3.2 During construction**

- 3.2 Whilst the Works are in progress the Owner must:
  - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of two months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
  - (i) where any work undertaken includes waterproofing then the Owner must ensure that at



their cost:

- (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
  - (ii) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.
- (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3 After construction**

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
  - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
  - (d) provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring in respect to the Exclusive Use Area; and
  - (e) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### **PART 3.4 Enduring rights and obligations**

- 3.4 The Owner:
- (a) must ensure that the flooring throughout the Lot is 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;
  - (b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
  - (c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
  - (d) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;



- (e) remains liable for any damage to lot or common property arising out of the Works;
- (f) must make good any damage to lot or common property arising out of the Works;
- (g) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- (h) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.



**ANNEXURE "A"**  
**SCOPE OF WORKS**  
**7/SP90847**

**BATHROOM**

- Removal of fixtures and fittings including the bathtub, shower, toilet and vanities;
- Installation of new fixtures and fittings including a bathtub, shower, toilet and vanities; and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

**KITCHEN**

- Removal of the fixtures and fittings including cabinetry and the sink; and
- Installation of new fittings and fixtures including cabinetry and a sink.

**THROUGHOUT THE LOT**

- Removal of the flooring in the lounge, bedroom and hallway and installation of new acoustic underlay and laminated timber flooring;
- Removal of the flooring in the kitchen and dining room and installation of new acoustic underlay and tiled flooring;
- Installation of tiled flooring in the sunroom balcony over existing concrete flooring;
- Reconfiguration of power outlets, light fittings and tapware as required; and
- All associated plumbing and electrical connections,





## Tin Ma Building Solution Pty Ltd

ACN: 600 233 118

Company Builder Lic No: 273371C

8 Anne Street,  
 Revesby, NSW 2212  
 Phone: (02) 9772 3907 Fax: (02) 97721867  
 Email: tin.ma.building@gmail.com

Issue Date: 18/11/2019  
 Valid Until: 18/12/2019

Quotation Ref: 2019-21

Name: Siyi Wang

Site Address: Unit 7, 132 Alison Road, Randwick NSW 2031

DESCRIPTION	AMOUNT
<b>Balcony:</b> New floor tiles (8sqm) - tiles under \$30 per sqm	
<b>Bedroom, Living Room, Hallway:</b> Laminate flooring - 5mm underlay (34sqm)	
<b>Kitchen:</b> New floor tiles (14sqm) - tiles under \$30 per sqm	
<b>Bathroom:</b> Remove existing floor tiles, relocate water pipe (drainage & cold/water pipes), supply and install new laundry sink hot/cold water pipes & drainage, new toilet pipe, sewerage cover, new vanity hot/cold pipes & drainage, level up 80mm sand & cement in shower area for drainage, new wall and floor waterproofing, new wall and floor tiles (under \$30 per sqm), install new 600mm vanity with mixer, install new toilet suite, install new laundry sink, install new showerscreen with aluminium frame, install new mirror cabinet (1.4m wide), relocate a new double power point, new LED light beneath mirror cabinet, install new ceiling light, install new fan	
<b>Living room:</b> Install new wardrobe (3m x 2.4m), sliding door finish, MDF board door	
<b>Internal Painting:</b> ceilings, walls, skirting boards, doors, windows	
4 x doors - change to special lock	
Shoe cabinet outside bathroom	
Repair glass shutter window on balcony	
Install 2 PAC doors to storage area above entrance to bathroom	
<b>New kitchen:</b> New cupboard with no handle 2 PAC door (2630 x 3400 x 2300), 20mm caesarstone benchtop (AC777 CALACATTA), supply and install gas cooktop, dishwasher, kitchen sink with mixer	
<b>Electrical:</b> Correct electrical wiring not compliance to Australian Standards, new fuse box (12 fuses)	
Clear rubbish generated	
<b>SUBTOTAL</b>	\$ 43,000.00
<b>GST</b>	\$ 4,300.00
<b>GRAND TOTAL</b>	\$ 47,300.00
<b>DEPOSIT REQ</b>	\$ 2,150.00

Upon the signing this quote I agree to the works listed above to be completed at the above mentioned property.

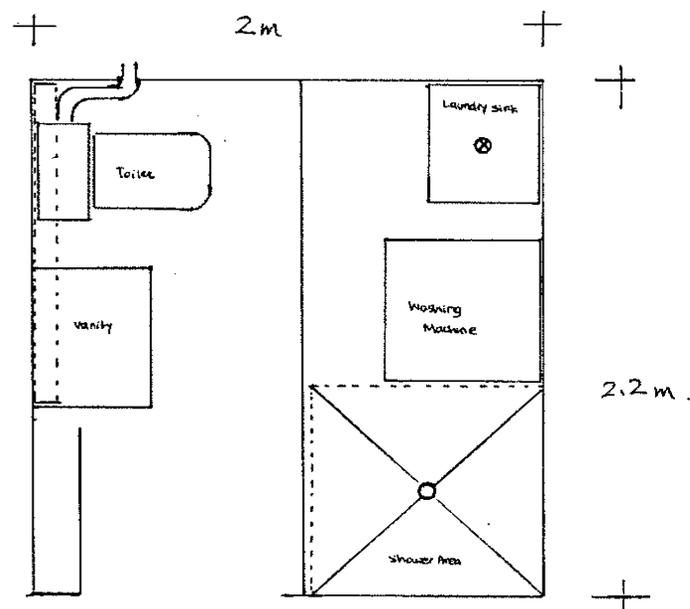
Customer Name (Please Print): \_\_\_\_\_

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

Date: \_\_\_\_\_



Unit 7, 152 Alison Road, Randwick 2031 - Bathroom Plan



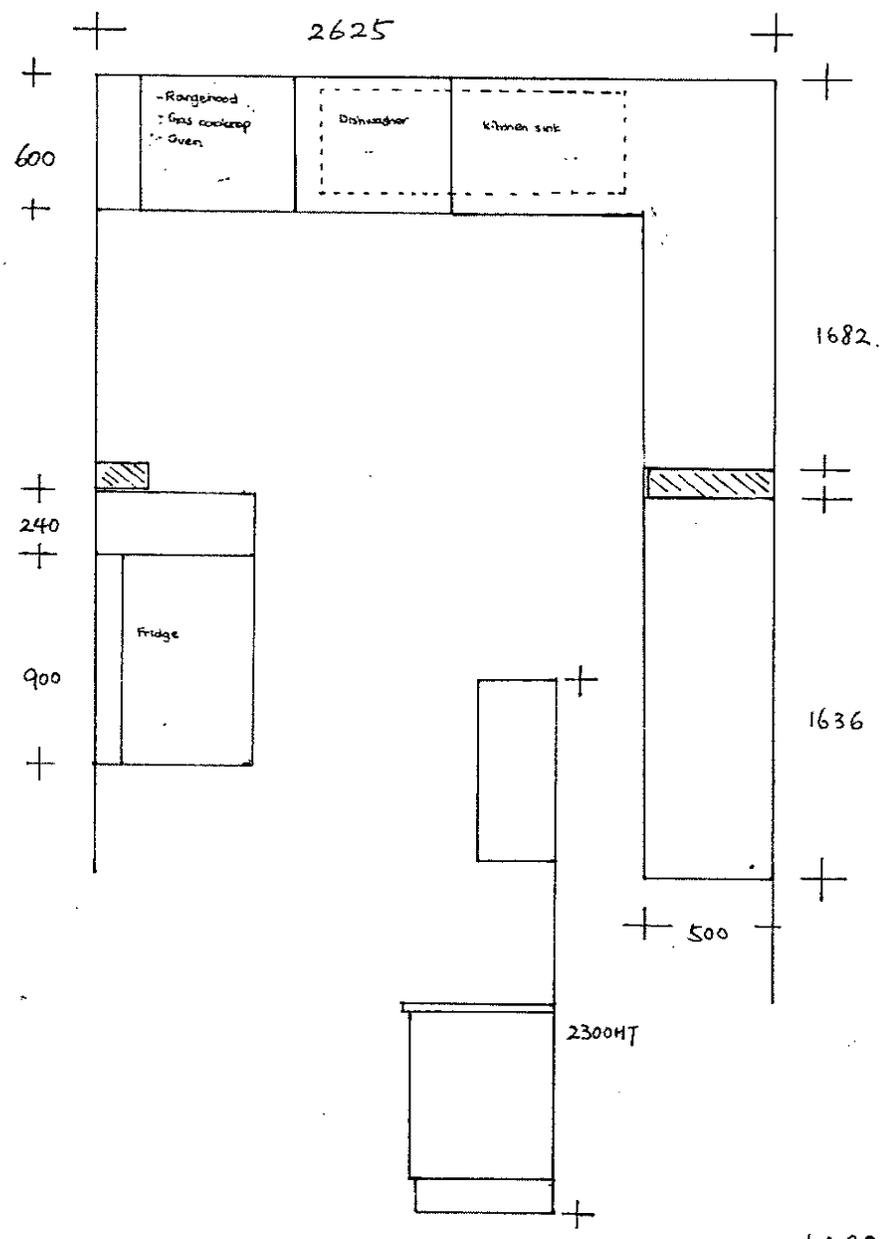
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Page 7 of 9

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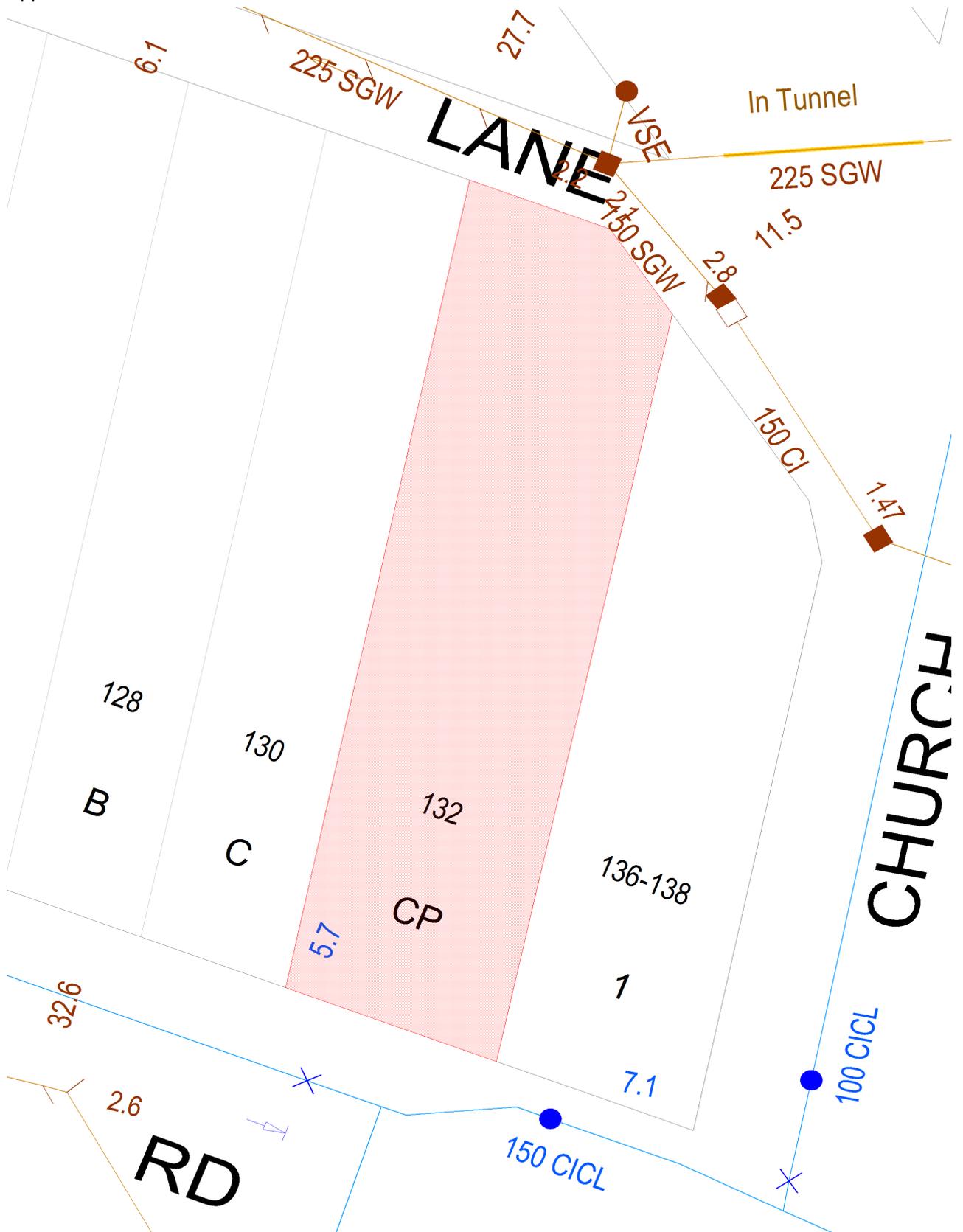


Unit 7, 132 Allison Road, Randwick 2031 - Kitchen Plan



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**Service Location Print**  
Application Number: 8001988603



Document generated at 04-10-2022 04:31:55 PM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8001988613

H8.73.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
**SEWERAGE SERVICE DIAGRAM**  
 Municipality of *Randwick* No. *723763*

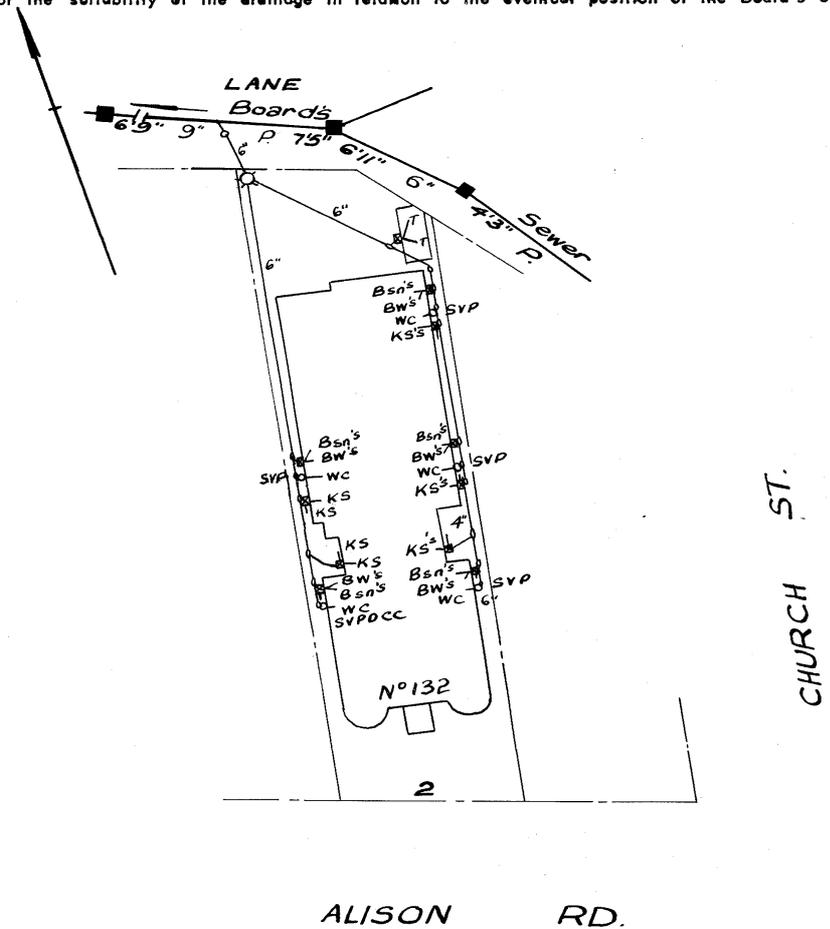
**SYMBOLS AND ABBREVIATIONS**

<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflex Valve	I.P. Induct Pipe	Bsn. Basin
<input type="checkbox"/> Pit	○ Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input type="checkbox"/> G.I. Grease Interceptor	○ VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input type="checkbox"/> Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflex Sink	○ D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



LATE No. \_\_\_\_\_ W.C.s \_\_\_\_\_ U.C.s \_\_\_\_\_ 19\_\_\_\_  
 SHEET No. 2837 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth	Inspector	/-/-	Date	Inspector	/-/-
Shr		/-/-	Outfall		HL LL
Ben.	Chief Inspector	/-/-	Drainer	<b>754 020</b>	
K.S.		/-/-	Plumber		
T.	Tracing Checked	/-/-	Boundary Trap	<b>020</b>	
Pig.		/-/-	is/ <del>is not</del> required		
Dgo. Int.			Ss 2		
Dgo. Ext.					

Document generated at 04-10-2022 04:31:59 PM

**Disclaimer**

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

# PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Taitz Law and Associates  
SUITE 806 LEVEL 8/251 Oxford St  
BONDI JUNCTION NSW 2026

**Description of land:** Lot 3 SP 90847

**Address:** 3/132-134 Alison Road, RANDWICK NSW 2031

**Date of Certificate:** 3 March 2023

**Certificate No:** 65011

**Receipt No:** 5164879

**Amount:** \$53.00

**Reference:** LOMBARDO SALE 2:74760

This planning certificate should be read in conjunction with the **Randwick City Council Local Environmental Plan 2012**. This is available on the NSW Legislation website at <https://www.legislation.nsw.gov.au/#/view/EPI/2013/36>

The land to which this planning certificate relates, being the lot or one of the lots described in the application made for this certificate, is shown in the Council's record as being situated at the "Address" stated above. The legal "description of land" (by lot(s) and DP/SP numbers) is obtained from NSW Land Registry Services. It is the responsibility of the applicant to enquire and confirm with NSW Land Registry Services the accuracy of the lot(s) and DP/SP numbers pertaining to the land for which application is made for the certificate.

*There is more information about some property conditions than is included on this property certificate.*

*If this case, after the condition text, there is a URL and a square bar code or 'QR code' which provides the address of a page on the Randwick City Council website.  
You will need internet access and either:*

- 1. Download a QR code scanner app to your phone and scan the QR code**  
or
- 2. Type the URL into your internet browser**





## INFORMATION PROVIDED UNDER SECTION 10.7 (2)

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 and Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (as amended), the following prescribed matters relate to the land as at the date of this certificate. The information provided in reference to the prescribed matters has been obtained from Council's records and/or from other authorities/government department. 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. Council provides the information in good faith but disclaims all liability for any omission or inaccuracy. Please contact Council's Strategic Planning team on 1300 722 542 for further information about this Planning Certificate.

### 1 Names of relevant planning instruments and DCPs

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

#### State Environmental Planning Policies (SEPPs)

- **Biodiversity and Conservation SEPP 2021** - Chapter 2 – Vegetation in non-rural areas
- **Biodiversity and Conservation SEPP 2021** - Chapter 6 – Bushland in urban areas
- **Housing SEPP 2021** - Chapter 2 – Affordable Housing
- **Housing SEPP 2021** - Chapter 2, Part 3 – Retention of affordable rental housing
- **Housing SEPP 2021** - Chapter 3, Part 5 – Housing for seniors and people with a disability
- **Housing SEPP 2021** - Chapter 3, Part 9 – Caravan Parks
- **Industry and Employment SEPP 2021** - Chapter 3 – Advertising and Signage
- **Planning Systems SEPP 2021** - Chapter 2 – State and regional development
- **Planning Systems SEPP 2021** - Chapter 4 – Concurrences and consents
- **Resilience and Hazards SEPP 2021** - Chapter 2 - Coastal management
- **Resilience and Hazards SEPP 2021** - Chapter 3 – Hazardous and Offensive Development
- **Resilience and Hazards SEPP 2021** - Chapter 4 – Remediation of Land
- **Resources and Energy SEPP 2021** - Chapter 2 – Mining, petroleum production and extractive industries
- **Transport and Infrastructure SEPP 2021** - Chapter 2 – Infrastructure
- **Transport and Infrastructure SEPP 2021** - Chapter 3 – Educational establishments and childcare facilities
- **Transport and Infrastructure SEPP 2021** - Chapter 5 – Three Ports – Port Botany, Port Kembla and Newcastle
- **Codes SEPP 2008** - (Exempt and Complying Development Codes) 2008
- **SEPP No. 65** - Design Quality of Residential Flat Development
- **BASIX SEPP 2004** - BASIX (Building Sustainability Index) 2004
- **MCP SEPP 2007** - (Miscellaneous Consent Provisions) 2007

**Note:** Any questions regarding State Environmental Planning Policies and Regional Environmental Plans should also be directed to the Department of Planning and Environment 1300 420 596 or [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).



### Local Environmental Plan (LEP) Gazetted 15 February 2013

- **Randwick LEP 2012 (Amendment No1) - Gazetted 21 November 2014**  
Applies to part of Royal Randwick Racecourse (identified as "Area A" on the LEP Additional Permitted Uses Map). Permits additional uses of hotel or motel accommodation, serviced apartments and function centres with development consent.
- **Randwick LEP 2012 (Amendment No2) - Gazetted 2 April 2015**  
Applies to land at Young Street Randwick – Inglis Newmarket Site (shown as Area 1 on the LEP Key Sites Map). Amendment to planning controls, including zoning, height of buildings, heritage items and heritage area, FSR (subject to new Clause 6.16) and inclusion of the site as a Key Site.
- **Randwick LEP 2012 (Amendment No3) - Gazetted 15 July 2016**  
Amends Schedule 1 to include 'childcare centre' as an additional permitted use (with development consent) at 270 Malabar Road, Maroubra (Lot 3821, DP 752015).
- **Randwick LEP 2012 (Amendment No4) - Gazetted 25 January 2018**  
Applies to part of the land at 1T Romani Way, MATRAVILLE (Lot 1 DP 107189). Amendment to planning controls, including zoning, height of buildings and FSR.
- **Randwick LEP 2012 (Amendment No5) - Gazetted 17 August 2018**  
Applies to subdivision of dual occupancies (attached) in the Zone R2 Low Density Residential for which development consent was granted before 6 July 2018. Permits development consent to be granted for the Torrens Title or Strata subdivision of a dual occupancy if the development meets certain standards specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- **Randwick LEP 2012 (Amendment No 6) – Gazetted 22 February 2019**  
Applies to the following land in Coogee, 38 Dudley Street (Lot 17 DP 6489), 40 Dudley Street (Lot 18 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229), 46 Dudley Street (Lot 2 in DP 952229) and 122 Mount Street (Lot 22 DP 6489) by incorporating these properties into the Dudley Street Heritage Conservation Area. Further, 38 Dudley Street (Lot 17 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229) and 122 Mount Street (Lot 22 DP 6489) have been listed as local heritage items in Schedule 5 the Randwick LEP 2012.
- **Randwick LEP 2012 (Amendment No 7) – Gazetted 10 July 2020**  
Applies to the following land in Coogee, 39 Dudley Street (Lot B DP 301192), 41 Dudley Street (Lot C DP 301192) and 148 Brook Street (Lot B DP 305284) which have now been listed as Local Heritage Items in Schedule 5 the Randwick LEP 2012.
- **Randwick LEP 2012 (Amendment No. 8) - Gazetted 14 August 2020**  
Applies to all land located within the Kensington and Kingsford town centres. Amendment to planning controls to include maximum height of buildings, FSR, Non-residential FSR, active street frontages, affordable housing inclusionary zoning, a Community Infrastructure Contribution, design excellence and architectural competition requirements and inclusion of the following land in the B2 Local Centre zone: 7 Addison Street KENSINGTON NSW 2033 (SP 11800), 157 Todman Avenue KENSINGTON NSW 2033 (SP 45348), 16,18 & 20 Barker Street, KENSINGTON NSW 2033 (Lot 1 DP 950767, Lot 1 DP 954209 & SP 65941), 582-584 Anzac Parade KINGSFORD NSW 2032 (Lot 1 DP 516025), 586-592 Anzac Parade KINGSFORD NSW 2033 (Lot 1 DP 942606, Pt Lot 1 DP 949009), 63 Harbourne Road, KINGSFORD NSW 2032 (SP 39850) and 12,14,16 & 18 Rainbow Street KINGSFORD NSW 2032 (Lot 13 DP 6134, SP 45197, Lot 15 DP 6134 & Lot 16 DP 6134).

### Development control plans that apply to the carrying out of development on the land

- **Randwick DCP adopted by Council on the 28 May 2013 and came into effect on the 14<sup>th</sup> of June 2013**  
Provides detailed planning controls and guidance for development applications



- **Amendment to Randwick DCP 2013 Newmarket Green, Randwick (E5)**  
Site-specific DCP controls to supplement Randwick LEP 2012 (Amendment No 2)
- **Amendment to Randwick DCP 2013, Public Notification (A3)**  
Section A3 of the DCP was repealed on the 15 January 2020. The Randwick City Council Community Participation Plan now guides notification requirements previously outlined in Section A3.
- **Amendment to Randwick DCP 2013, Kensington and Kingsford Town Centres (E6)**  
Section E6 of the DCP provides Centre based and site specific DCP controls for land in the Kensington and Kingsford Town Centres.

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

- **State Environmental Planning Policy (Sustainable Buildings) 2022 – to commence on 1<sup>st</sup> October 2023**
- **On the 15<sup>th</sup> of May 2019, Council received a Gateway Determination from the Department of Planning, Industry and Environment with conditions to progress a Planning Proposal to amend Schedule 5 of the Randwick Local Environmental Plan 2012 (RLEP) which relates to Environmental Heritage. Part of the proposal seeks to create a new Heritage Conservation Area (HCA) known as 'Edgecumbe Estate' incorporating properties at 142A to 152 Brook Street, COOGEE, 37 to 41 Dudley Street, COOGEE and 5 Edgecumbe Avenue, COOGEE. The proposal was publicly exhibited from Tuesday 28 May to 25 June 2019 and the proposal is now subject to due process.**
- **On the 12 September 2021, Council received a Gateway Determination from the Department of Planning, Industry and Environment with conditions to progress the Comprehensive Planning Proposal to amend the Randwick Local Environmental Plan 2012 (RLEP). The public exhibition period for the proposal is Tuesday 31 May to Tuesday 5 July 2022. The proposal is now subject to due process. Key changes proposed as part of the Draft Planning Proposal include:**
  - **New planning controls (zoning, height of building and FSR) in five identified Housing Investigation Areas proximate to the light rail alignment or town and strategic centres**
  - **Application of an Affordable Housing Contribution Scheme in the five Housing Investigation Areas**
  - **Changes to controls for the construction and subdivision of attached dual occupancies in the R2 Low Density Residential zone**
  - **Proposed new heritage items, archaeological sites and boundary adjustments to heritage conservation areas**
  - **Controls to promote environmental resilience**
  - **Strengthening open space requirements and creation of new open space zones**
  - **Supporting a diverse, safe and inclusive night time economy through changes to zone objectives and new exempt development provisions**
  - **New planning controls including changes to zoning and density of 20 neighbourhood clusters zoned residential to protect existing shops and businesses**
  - **New employment zones to replace existing B1 Neighbourhood Centre, B2 Local Centre and IN1 Light Industrial zones to align with State government reforms**
  - **Updating land zoning and development control maps to reflect the Randwick Hospital Expansion area and the Randwick Racecourse (Light Rail Stabling Yard)**
  - **Rezoning and increased development standards for several sites based on owner-initiated rezoning requests; and**
  - **Housekeeping amendments to correct zoning and boundary anomalies.**

**For further information on the Comprehensive Planning Proposal, please see the link provided below:**



[www.randwick.nsw.gov.au/planning-and-building/planning/local-environmental-plan-lep/randwick-comprehensive-planning-proposal](http://www.randwick.nsw.gov.au/planning-and-building/planning/local-environmental-plan-lep/randwick-comprehensive-planning-proposal)



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

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

(4) In this section—

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

## 2 Zoning and land use under relevant LEPs

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

- (a) The identity of the zone, whether by reference to —
  - (i) a name, such as "Residential Zone" or "Heritage Area", or
  - (ii) a number, such as "Zone No 2 (a)",
- (b) the purposes for which development in the zone—
  - (i) may be carried out without development consent, and
  - (ii) may not be carried out except with development consent, and
  - (iii) is prohibited,

**Zone R3** (Medium Density Residential) in Randwick LEP 2012.

### 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.
- To recognise the desirable elements of the existing streetscape and built form or, in precincts undergoing transition, that contribute to the desired future character of the area.
- To protect the amenity of residents.
- To encourage housing affordability.
- To enable small-scale business uses in existing commercial buildings.

### 2. Permitted without consent

Home occupations; Recreation areas

### 3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home businesses; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighborhood shops; Office premises; Oyster Aquaculture; Passenger transport facilities; Places of public worship; Recreation facilities (indoor);



Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shops; Tank-based aquaculture

#### **4. Prohibited**

Funeral homes; Any other development not specified in item 2 or 3.

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

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

The land IS NOT subject to any development standards that fix minimum land dimensions for the erection of a dwelling house.

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

The land DOES NOT include or comprise a critical habitat area under the Threatened Species Conservation Act 1995.

*(f) Whether the land is in a conservation area, however described*

The land IS NOT located in a heritage conservation area under the Randwick LEP 2012.

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

The land **IS** listed as a heritage item under the Randwick LEP 2012.

The land IS NOT listed on the State Heritage Register under Heritage Act 1977.

### **3 Contributions plans**

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

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

Randwick City Council Section 7.12 (previously Section 94A) Development Contributions Plan (effective 21 April 2015).

### **4 Complying Development**

*(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*

*(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*

*(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*

*(a) a restriction applies to the land, but it may not apply to all of the land, and*

*(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*

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



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### **Housing Code**

Complying development under the Housing Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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### **Low Rise Housing Diversity Code**

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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### **Rural Housing Code**

Complying development under the Rural Housing Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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### **Housing Alterations Code**

Complying development under the Housing Alterations Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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### **General Development Code**

Complying development under the General Development Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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### **Commercial and Industrial Alteration Code**

Complying development under the Commercial and Industrial Alterations Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.



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## **Container Recycling Facilities Code**

Complying development under the Container Recycling Facilities Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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## **Subdivisions Code**

Complying development under the Subdivisions Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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## **Demolition Code**

Complying development under the Demolition Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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## **Fire Safety Code**

Complying development under the Fire Safety Code **MAY NOT** be carried out on the land. The land is:

- The land **IS** listed as a heritage item under the Randwick LEP 2012.

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A copy of the Codes SEPP is available at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). For further information please call the Department of Planning and Environment Centre on Free call 1300 305 695.

**Note:** To be complying development, the development must meet the General requirements set out in clause 1.18 of the Codes SEPP. Development must also meet all development standards set out in the relevant code.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

**Note:** Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

**Note:** Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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## **5 Exempt Development**

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.



- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
- a restriction applies to the land, but it may not apply to all of the land, and
  - the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

### **Division 1 General Code**

Exempt development under the Code **MAY** be carried out on the land.

### **Division 2 Advertising and Signage Code**

Exempt development under the Code **MAY** be carried out on the land.

### **Division 3 Temporary Uses and Structures Code**

Exempt development under the Code **MAY** be carried out on the land.

### **Division 4 Special Provisions – COVID 19**

Repealed

**Note:** Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

## **6 Affected building notices and building product rectification orders**

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

- (2) *In this section—*

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

The land IS NOT affected by any notice or order within the meaning of the Building Products (Safety) Act 2017.

## **7 Land reserved for acquisition**

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

### **State Environmental Planning Policies**

Council is unable to provide any site-specific information on the provisions of any State Environmental Planning Policy regarding the acquisition of land. Information on State Environmental Planning Policies listed





in this certificate is available at NSW Legislation – In force legislation. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment’s website.

Draft State Environmental Planning Policies

Council is unable to provide site-specific information on the provisions of any draft State Environmental Planning Policy regarding the acquisition of land. Information on the draft State Environmental Planning Policies listed in this certificate is available on the Department of Planning and Environment Have Your Say webpage for Draft plans and policies. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment’s website.

Local Environmental Plan

The land IS NOT affected by any environmental planning instrument or proposed environmental planning instrument referred to in section 1 that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

**8 Road widening and road realignment**

*Whether the land is affected by road widening or road realignment under—*

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

The land IS NOT affected by any road widening or road realignment under the Roads Act 1993, Part 3, Division 2.

*(b) an environmental planning instrument, or*

The land IS NOT affected by any road widening or road realignment under the provisions of Randwick LEP 2012.

*(c) a resolution of the Council.*

The land IS NOT affected by any resolution of the Council for any road widening or road realignment.

**Note:** This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

**9 Flood related development controls**

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

**No.**

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

**Yes.**

*(3) In this section—*

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

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

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

**Note:** The information provided in Item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.



Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available on Council's website.

### **10 Council and other public authority policies on hazard risk restrictions**

*(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence; salinity, coastal hazards, or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulphate soils; contamination; low-lying lands; aircraft noise; Malabar Treatment Plant odour; and Former Matraville Incinerator land.

*(2) In this section—*  
**adopted policy** means a policy adopted—

*(a) by the Council, or*

Excluding Councils Contaminated Land Policy, the subject land IS NOT affected by any other council policy relating to hazard risk restrictions.

*(b) by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.*

The land IS NOT affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council that restricts the development of the land because of the likelihood of land slip, bushfire, (other than flooding), tidal inundation, subsidence, acid sulphate soils or any other risk.

### **11 Bush fire prone land**

*(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*

*(2) If none of the land is bush fire prone land, a statement to that effect.*

The land IS NOT bush fire prone land (as defined in the Act).

### **12 Loose-fill asbestos insulation**

*If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.*

The land DOES NOT include any residential premises (within the meaning of the Home Building Act 1989, Part 8, Division 1A) that are listed on the register kept under that Division.

### **13 Mine subsidence**

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

The land IS NOT declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.



#### **14 Paper subdivision information**

(1) *The name of a development plan adopted by a relevant authority that—*

- (a) *applies to the land, or Page 151 Environmental Planning and Assessment Regulation 2021 [NSW] Schedule 2 Planning certificates Published LW 17 December 2021 (2021 No 759)*
- (b) *is proposed to be subject to a ballot.*

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

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

The land IS NOT land to which a development plan or subdivision order applies.

#### **15 Property vegetation plans**

*If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, 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.*

Council HAS NOT been notified of any property vegetation plan under the Native Vegetation Act 2003, Part 4 applying to the land.

#### **16 Biodiversity stewardship sites**

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.*

Council HAS NOT been notified that the land is a biodiversity stewardship site by the Biodiversity Conservation Trust.

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

#### **17 Biodiversity certified land**

*If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.*

The land IS NOT biodiversity certified land.

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

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

*Whether an order has been made under 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.*

The land IS NOT land to which an order under Trees (Disputes Between Neighbours) Act 2006 applies.

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

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



- (2) *In this section—*  
**existing coastal protection works** has the same meaning as in the Local Government Act 1993, section 553B.

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

Not applicable.

## **20 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020**

Whether under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or  
(b) shown on the Lighting Intensity and Wind Shear Map, or  
(c) shown on the Obstacle Limitation Surface Map, or  
(d) in the "public safety area" on the Public Safety Area Map, or  
(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

Not applicable.

## **21 Site compatibility certificates and conditions for seniors housing**

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

The land IS NOT subject of a current site compatibility certificate (of which the Council is aware) that has been issued under Chapter 3, Part 5 of the Housing SEPP 2021.

## **22 Site compatibility certificates and development consent conditions for affordable rental housing**

- (1) *Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—*  
(a) *the period for which the certificate is current, and*  
(b) *that a copy may be obtained from the Department.*
- (2) *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).*
- (3) *Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).*
- (4) *In this section— former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.*

The land IS NOT subject to a current or former site compatibility certificate (of which the council is aware) for affordable rental housing.

## **Contaminated Land Management Act 1997**

**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,*

The land IS NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

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

The land IS NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.

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

The land IS NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

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

The land IS NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

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

Council HAS NOT received a copy of a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for this land.

**Note.** Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.

**Stella Agagiotis**  
**Manager Strategic Planning**  
**1300 722 542**

Date:03-Mar-2023

**NOTE:**

**Section 10.7(5) Matters:**

You may also wish to obtain advice on additional relevant matters affecting the land, under section 10.7(5) of the Environmental Planning and Assessment Act 1979. This advice relates to the following matters:

- Council resolutions to prepare draft local Environmental Plans.
- Terrestrial Biodiversity
- Foreshore Scenic Protection Areas
- Foreshore Building Line
- Ground Water extraction embargo or water shortage area
- Aircraft Noise (ANEF)
- Ground water investigations of 128 Barker St. Randwick (Service Station)
- Flood Studies
- Resident Parking Schemes



# Standard Form Residential Tenancy Agreement

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

## AGREEMENT

This Agreement is made on 16 / 06 / 2018 at: 40 Flinders Street, Darlinghurst NSW 2010 NSW BETWEEN

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

Name/s: Giuseppe Lombardo

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: Aoife N. De Barra, Sinead B. Corcoran, Gillian Kerr

Address: .....

Phone: ..... Mobile: 0449 538 466 Email: debarraaoife@outlook.ie

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

Name/s: Oxford Real Estate Pty Ltd T/as Oxford Agency

Address: 40-42 Flinders Street ACN: .....

Darlinghurst NSW 2010 ABN: 78 002 158 349

Phone: (02) 9331 2180 Mobile: ..... Email: .....

Licence No.: 139322 Licence Expiry: 22/05/2019

## TERM OF AGREEMENT

The term of this Agreement is: Fifty-two weeks / months / years

starting on: 16 / 06 / 2018 and ending on: 14 / 06 / 2019 (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: 3/132 Alison Road, Randwick NSW 2031

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

Nii

## RENT

The rent is: \$975.00 per: week payable in advance starting on: 16 / 06 / 2018

Rent Increase 1: Then from: / / pay: \$0.00 per: week

Rent Increase 2: Then from: / / pay: \$0.00 per: week

The tenant must pay the rent in advance on the Saturday of every week (see Clause 4.2)

The method by which the rent must be paid:

(a) to: Oxford Real Estate at: 40 Flinders Street, Darlinghurst NSW 2010 by cash or cheque; or

(b) into the following account:

Account Name: Oxford Real Estate Trust Account Bank: Cba

BSB: 062 220 Account No.: 00 129 550 Payment Reference: 487 Barra

or any other account nominated by the landlord; or

(c) as follows: Into Nominated Account

**Note:** The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank 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 **\$3900** 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 **3** 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:	<b>Flick Electrical</b>	Phone:	<b>0424 773 953</b>
Plumbing Repairs:	<b>Proximity Plumbing</b>	Phone:	<b>0401 016 150</b>
Building Repairs:		Phone:	
Other:	<b>Allan Edmondson</b>	Phone:	<b>0404 095 701</b>

**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 **16 / 06 / 2018** 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".

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.

**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



## 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  
9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and  
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.
- 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 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, 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 1996*) 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]:~~

Nil

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 and an offer of social housing or a place in an aged care facility. 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]

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:**

45.1 to have the carpet professionally cleaned and to have the residential premises fumigated, at the tenant's own expense, if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

45.2 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.

45.3 to indemnify the landlord in respect of any damage to property or claims made as a result of damage to person or property caused or arising from animals having been kept on the residential premises during the tenancy.

45.4 when requested to provide written evidence of compliance with Clause 45.1 to the landlord/landlord's agent.

**ADDITIONAL TERM - CONDITION REPORT**

46. 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.

46.1. The condition report will form part of and be included in this agreement.

#### ADDITIONAL TERM - INSPECTIONS

- 47.1 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.
- 47.2 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

48. The tenant agrees, in addition to the requirements of Clauses 15, 16 and 17 of this agreement:
- 48.1 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.
- 48.2 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.
- 48.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 48.4 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.
- 48.5 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.
- 48.6 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.
- 48.7 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.
- 48.8 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.
- 48.9 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.
- 48.10 not to affix any television antenna to the premises.
- 48.11 not to maliciously or negligently damage the premises or any part of the premises.
- 48.12 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 its guest/s.

- 48.13 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 48.14 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.
- 48.15 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.*

##### 49. Swimming Pool Safety and Maintenance

- 49.1 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.
- 49.2 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.
- 49.3 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.
- 49.4 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.
- 49.5 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**

50. 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**

51. On termination or expiration of the term **the tenant agrees:**
- to deliver vacant possession in accordance with the termination notice
  - to deliver up all keys and security devices
  - to advise as soon as possible of the tenants contact address
52. 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*.
53. 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:
- the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
  - 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
  - the parties are not relieved from their obligations to mitigate any loss on termination.
  - 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.
54. 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**

55. The tenant will on vacating the premises:
- 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.
  - 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.
  - 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.
  - Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
  - Leave the premises (including the grounds) in a neat and tidy condition.
  - Fumigate as reasonably required if pets have been on the premises.
  - Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 55 (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**

56. 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**

57. 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.
58. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.
59. 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**

60. 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**

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

63. In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in the rent increase section on the first page of this agreement:
- subject to clause 5, the rental may be increased before the term ends and such increase shall be as set out in the rent increase section on the first page of this agreement.
  - where the agreement is for a period of more than 2 years the rent payable must not be increased more than once in any period of 12 months but may be increased subject to clause 5 whether or not the agreement sets out the amount 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 STATEMENT**

64. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) 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 tenancy agreement applies; and/or
  - (2) tenancy databases for the purposes of properly assessing the risk in providing you with the lease 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) 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
  - (4) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord/landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
  - (5) Owners Corporations.
- (d) 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.
- (e) 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.
- (f) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

#### ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

65. (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 65(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) **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.
- (2) **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.
- (3) **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.
- (4) **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*.
- (5) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (6) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (7) **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.
- (8) **tenancy** means the right to occupy residential premises under this agreement.
- (9) **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.

Nil

**SIGNATURES**

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

SIGNED BY THE LANDLORD:

*[Handwritten Signature]*  
.....  
(Signature of landlord or landlord's agent on behalf of the landlord)

in the presence of:

*Michelle Migdon* *[Handwritten Signature]*  
.....  
(Name of witness) (Signature of witness)

SIGNED BY THE TENANT:

*1. Felipe de Jesus*  
.....  
(Signature of tenant)

in the presence of:

*Alan Edoneda* *[Handwritten Signature]*  
.....  
(Name of witness) (Signature of witness)

SIGNED BY THE TENANT (2):

*2. Gillian Keen*  
.....  
(Signature of tenant 2)

in the presence of:

*Alan Edoneda* *[Handwritten Signature]*  
.....  
(Name of witness) (Signature of witness)

SIGNED BY THE TENANT (3):

*3. S. [Handwritten Signature]*  
.....  
(Signature of tenant 3)

in the presence of:

*Alan Edoneda* *[Handwritten Signature]*  
.....  
(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.

*1. Felipe de Jesus* *2. Gillian Keen* *3. S. [Handwritten Signature]*  
.....  
(Signatures of tenants)

For information about you rights and obligations as a landlord or tenant, contact:  
(a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or  
(b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or  
(c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)