

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Oxford Agency 40 Flinders Street, Darlinghurst NSW 2010	Ph: 02 9331 2180 Attn: Matthew Marano
co-agent		
vendor	Michael James Delpin 111/28-32 Boronia Street, Kensington, NSW 2033 Australia	
vendor's solicitor	Jennifer Robinson Legal Level 5, 203-233 New South Head Road, Edgecliff NSW 2021 PO Box 3102, Tamarama NSW 2026	Phone: (02) 9130 6661 Email: shannon@jrobinsonlegal.com.au Fax: (02) 9300 6160 Ref: JR:SBT:23/0447
date for completion land (address, plan details and title reference)	42nd day after the contract date 21/14 Saint Marks Road, Randwick, New South Wales 2033 Registered Plan: Lot 21 Plan SP 3998 Folio Identifier 21/SP3998	(clause 15)
improvements	<input type="checkbox"/> vacant possession <input checked="" type="checkbox"/> Subject To Existing Tenancies <input type="checkbox"/> house <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input 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	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>
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<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												

Choices

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

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

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice 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 address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

CF Strata Management
Attn: Michelle Murphy

Ph: 02 9313 6255

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:

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

21/14 ST MARKS RD, RANDWICK 2037

Additional clauses forming part of this Contract

Dated:

between: Michael James Delpin

as (*vendor*)

and:

as (*purchasers*)

33 Alterations to printed form

The parties agree that the following amendments to the standard Clauses of the Contract shall be deemed to apply:

33.1 Clause 7.1.1 of this Contract is deleted.

33.2 Clause 8.2.2 of this Contract is deleted.

33.3 Clause 16.8 of this Contract is deleted.

33.4 Clauses 23.13 & 23.14 are deleted.

34 Whole agreement

34.1 The provisions set out in this Contract contain the entire agreement between the parties as at the date of this Contract notwithstanding any:

34.1.1 negotiations or discussions held: or

34.1.2 documents signed or brochures produced prior to the date of this Contract.

34.2 The Purchaser agrees that:

34.2.1 in entering into this Contract the Purchaser has not relied upon any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor except those that are expressly provided in the Contract; and

34.2.2 the Purchaser is relying entirely upon his own enquiries relating to and inspection of the property.

35 Completion

35.1 Should the Purchaser not complete this Contract by the completion date for any reason other than the Vendor's inability or failure to complete, then the Purchaser shall on completion pay by way of liquidated damages, a sum equal to the rate of eight percent (8%) per annum on the balance of purchase price, calculated on a daily basis and such interest to be computed from the later of the said completion date up to, and including the Date of Completion, without prejudice to the Vendor's rights and remedies herein mentioned, or the Vendor's rights to damages by virtue of the default of the Purchaser hereunder. The said sum shall form part of

the balance of purchase moneys and be paid on completion as an essential term of this Contract.

36 Notice to Complete

36.1.1 In the event that either party is entitled to serve a Notice to Complete in which time for completion is made of the essence of the Contract, a period of not less than fourteen (14) days following the date of service of any such notice on the other party shall be reasonable and sufficient time for completion.

36.1.2 In the event that a Notice to Complete is served by the Vendor's solicitor then the Purchaser will be required to pay, in addition to all moneys otherwise payable on completion, an amount of \$150.00 towards the Vendor's solicitor's costs in respect of the drafting and service of the Notice to Complete.

37 Condition of property

37.1 The Purchaser accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or *requisition* or *rescind* or *terminate* the Contract because of the present condition and state of repair of the property.

37.2 The purchaser is not entitled to require the vendor to apply for or do anything to obtain a Building Certificate; nor comply with the Local Council's requirements for the issue of a Building Certificate or a Survey Report. Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a Building Certificate or Survey Report.

38 Capacity

38.1.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

38.1.2 dies or becomes mentally ill, then either *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or

38.1.3 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

38.2 The Purchaser promises that the Purchaser has the legal capacity to enter into this contract.

39 Real Estate Agents

The Purchaser warrants that the Purchaser was not introduced to the *property* or the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent or co-agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any Real Estate Agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

40 GST

The Purchaser promises that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

41 Deposit

41.1 The deposit is ten percent (10%) of the purchase price.

41.2 If the Vendor agrees to accept a payment of less than ten percent (10%) of the purchase price on exchange of contracts, the deposit is payable by the Purchaser as follows:

1. the amount equivalent to 5% of the purchase price, on the date of the Contract; and
2. the balance of the deposit on or earlier of:
 - i completion of the Contract; and
 - ii the date on which the Purchaser commits a default under this contract which would entitle the Vendor to exercise the rights conferred under Clause 9 of the Contract (including forfeiture of the deposit), and in this respect, time is of the essence.

41.3 Further and in addition to the rights conferred on the Vendor under Clause 2.5 of the Contract, upon any default by the Purchaser which entitles the Vendor to exercise the rights conferred by Clause 9 (including forfeiture of the deposit) the Vendor will be entitled to sue the Purchaser for the balance of the unpaid deposit, and recover the difference as a liquidated debt. This Clause shall not merge on completion.

41.4 For the purposes of clause 2 of this contract, the Vendor and the Purchaser direct the *deposit holder* to invest the deposit into an interest bearing account of a commercial trading bank.

42 Invalidity and Construction

42.1 If the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

42.2 If there is a conflict between these additional provisions and the printed provisions of this Contract, these additional provisions prevail.

42.3 Headings are inserted for convenience of reference only and should be ignored in the interpretation of this Contract

43 Service of Documents

43.1 Notwithstanding the provisions of Clause 20.6.5 hereof service of any document or notice under or relating to this Contract is deemed served upon a party on the same day it is sent by facsimile transmission to the facsimile number appearing in any directory or upon any letterhead business form or document of that party's solicitor. Provided that:

- i. the sender's machine does not indicate a malfunction in the transmission; or
- ii. the time of the dispatch is not later than 5.00pm on a business day at the place where such transmission is received, in which case service is deemed to have taken place at the commencement of the next business day.

44 Foreign Acquisitions and Takeovers

44.1 The Purchaser warrants that it is not a person to whom the Foreign Acquisitions and Takeovers Act 1975 applies and that the sale and purchase shall not in any way be in breach of the said Act or any regulations made pursuant thereto. This special condition shall not merge on completion.

45. Claims for Compensation

45.1 Despite any other provision in the Printed Conditions or in these Special Conditions, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of the printed conditions.

46. Existing Services

46.1 The purchaser takes title to the property subject to the existing water, sewerage, drainage, gas, electricity, telephone and other services (if any) for the property and cannot make a requisition or claim in respect thereof or in respect of whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service.

47. Survey

47.1 If annexed hereto is a copy of a survey report relating to the property the purchaser acknowledges any encroachment by or upon the property and/or non-compliance with the Local Government Act 1919 that may disclose and be specifically disclosed and clearly described therein, and the purchaser shall not make any requisitions, objections or claim for compensation in relation to any encroachment and/or non-compliance. The purchaser acknowledges that the

vendor does not guarantee that the original of any copy survey annexed hereto will be available at settlement.

48. Strata Certificate or Community Title Certificate

48.1 Following exchange of Contracts, the purchaser will apply for and obtain at their own expense a section 184 Strata Certificate or section 26 Community Title Certificate from the relevant Strata Management Company or from the Owners Corporation.

49. Form of Requisitions

49.1 The form of Requisitions to be served by the purchaser under Clause 5.1 shall be in the form of Requisitions attached to this Contract and no other.

Requisitions provided for in this Clause shall be deemed to have been served by the purchaser on the date of this Contract.

50. Special Levies

50.1 This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).

50.2 Notwithstanding any other provisions of this Contract, the vendor and the purchaser covenant and agree that if a contribution is not a regular periodic contribution and is not disclosed in this Contract, the vendor is liable for it if it payable before the date of the Contract and the purchaser is liable for it if it payable on or after the date of the Contract. If it is payable by instalments, then the vendor is liable for all/any instalments payable prior to the date of this Contract and the purchaser is liable for all/any instalments payable on or after the date of the Contract.

50.3 The purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of this Contract.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all

- current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
- (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

- (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?

38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
 - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



FOLIO: 21/SP3998

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/9/2023	12:46 PM	6	6/6/2023

LAND

LOT 21 IN STRATA PLAN 3998
AT RANDWICK
LOCAL GOVERNMENT AREA RANDWICK

FIRST SCHEDULE

MICHAEL JAMES DELPIN (T AP67598)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP3998
- 2 AT149361 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP3998

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/9/2023	12:47 PM	8	10/5/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 3998
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RANDWICK
LOCAL GOVERNMENT AREA RANDWICK
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP3998

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 3998
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- CF STRATA MANAGEMENT
PO BOX 636
KINGSFORD 2032

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN
LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE
1-7-1974
- 3 AN485621 INITIAL PERIOD EXPIRED
- 4 AP241221 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1017)

STRATA PLAN 3998

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	31	2	30	3	31	4	30
5	31	6	30	7	28	8	38
9	30	10	40	11	31	12	40
13	22	14	22	15	22	16	23
17	23	18	22	19	24	20	23
21	22	22	29	23	39	24	30
25	40	26	30	27	40	28	41
29	30	30	41	31	31	32	42
33	31						

FOLIO: CP/SP3998

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

23/0447

PRINTED ON 14/9/2023

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

Form 1

- (a) State if whole or part.
- (b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises^(a) whole of^(b) Lot 1 DP531729
 Lot 7 DP227651

Reference to Title Vol. 10391 Fol. 100
 " 11052 " 246

Mun./Shire/City Randwick THIS STRATA PLAN NOW CONTAINS 5 SHEETS

Locality Randwick

Parish Alexandria County Cumberland,

Scale :- 30 feet to an inch

STRATA PLAN 3998

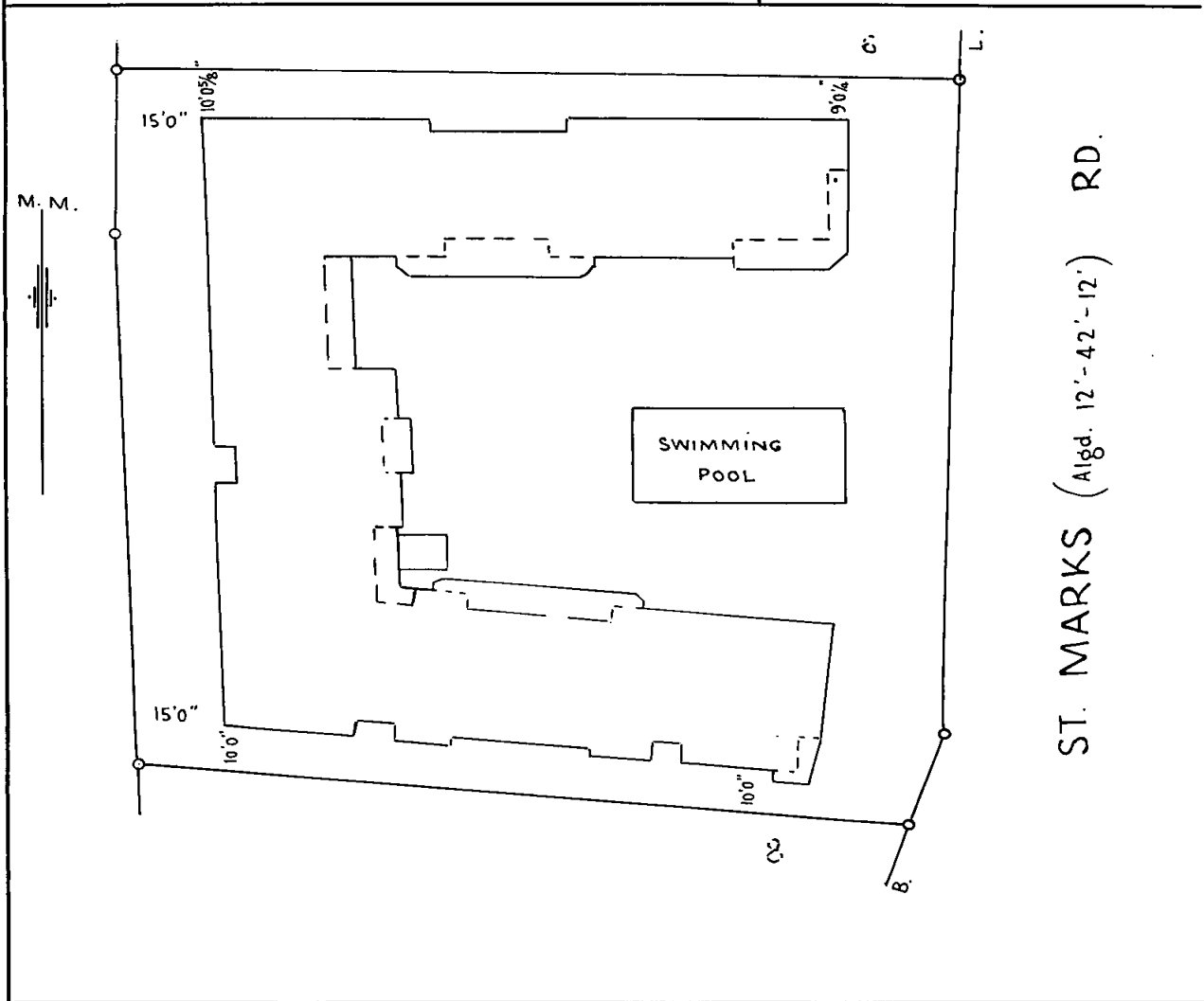
E

Registered: RB 28/5/69

C.A.: 21/69 of 8-5-69.

Ref Map: Randwick Sh.10
 1460 (L) #

Last Plans: DP531729 & DP227651



STRATA PLAN No. 3998

Schedule of Unit Entitlement		OFFICE USE ONLY	
Lot No.	Unit Entitlement	Current C's of T.	
		Vol.	Fol.
1	31	11062	198
2	30	11062	199
3	31	11062	200
4	30	11062	201
5	31	11062	202
6	30	11062	203
7	28	11062	204
8	38	11062	205
9	30	11062	206
10	40	11062	207
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21	22	11062	218
22	29	11062	219
23	39	11062	220
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25	40	11062	222
26	30	11062	223
27	40	11062	224
28	41	11062	225
29	30	11062	226
30	41	11062	227
31	31	11062	228
32	42	11062	229
33	31	11062	230
AGGREGATE	1017		

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 3998

FEET INCHES METRES

3	-	0.915
7	-	2.135
8	-	2.44
9	0 1/4	2.75
10	-	3.05
10	0 5/8	3.065
12	-	3.66
15	-	4.57
18	-	5.485
42	-	12.8

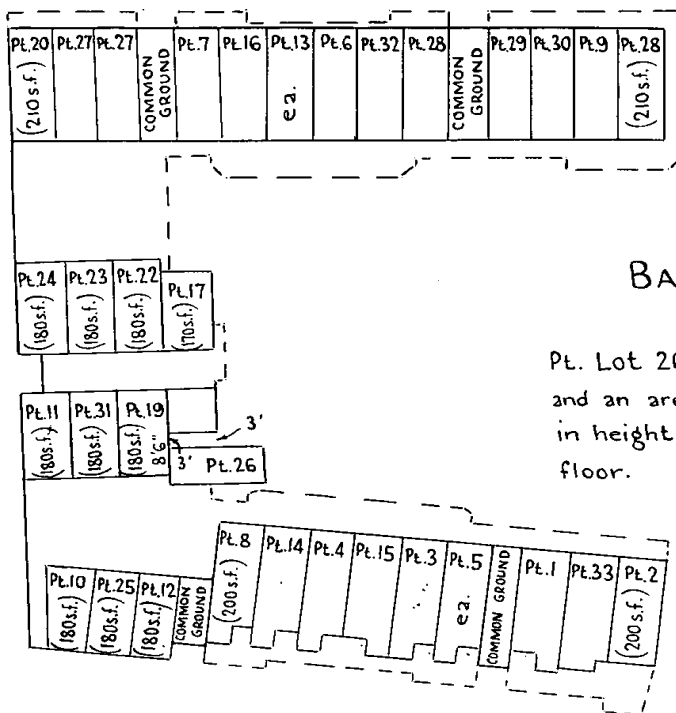
SQ FT SQ M

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83	7.7
170	15.8
180	16.7
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210	19.5
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820	76.2
830	77.1
850	79
860	79.9
900	83.6
1044	97
1080	100.3
1100	102.2
1110	103.1
1200	111.5
1250	116.1
1380	128.2
1400	130.1
1410	131
1430	132.9
1620	150.5
1670	155.1
9900	919.7

[Signature]
 Council Clerk

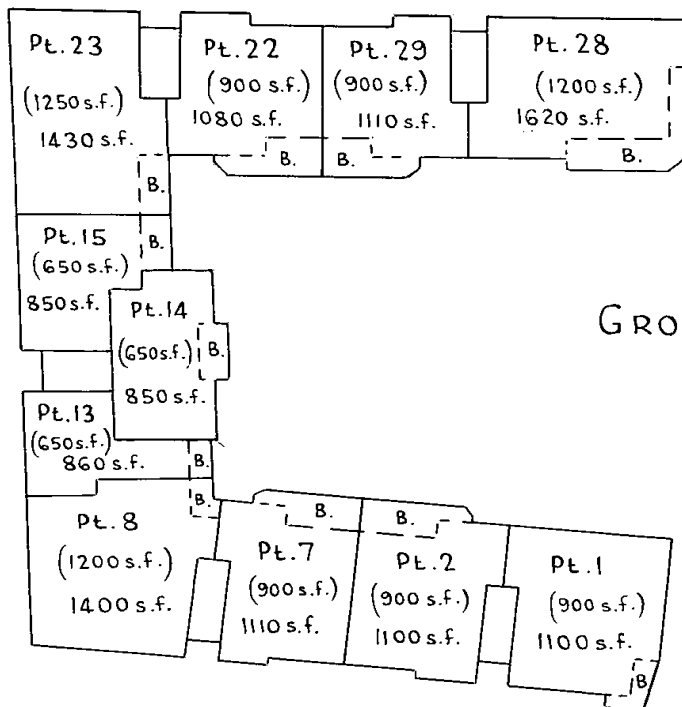
STRATA PLAN No. 3998

M. M.



BASEMENT

Pt. Lot 26 has dimensions of 8' x 18' and an area of 144 s.f. and is restricted in height to 7ft. above the concrete floor.



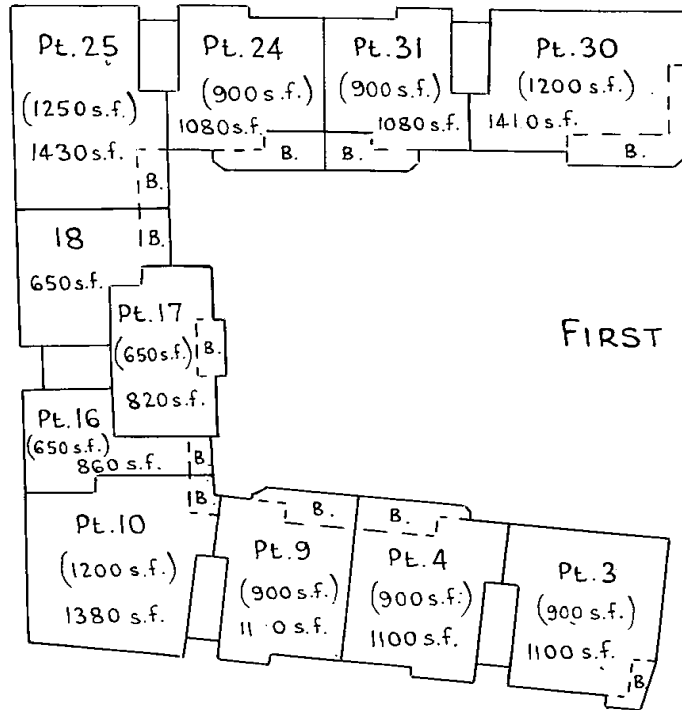
GROUND FLOOR

Balconies denoted by "B"
 Areas include balconies & are approximate.

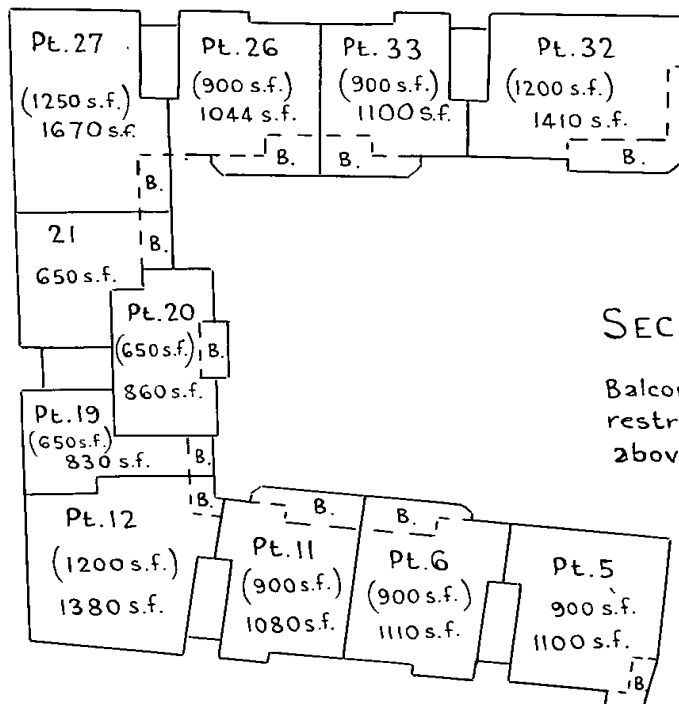
[Signature]
 Council Clerk

STRATA PLAN No. 3998

M. M.



FIRST FLOOR



SECOND FLOOR

Balconies to the floor are restricted in height to 7ft. above the concrete floor.

Balconies denoted by "B"
Areas include balconies & are approximate.

[Signature]
Council Clerk

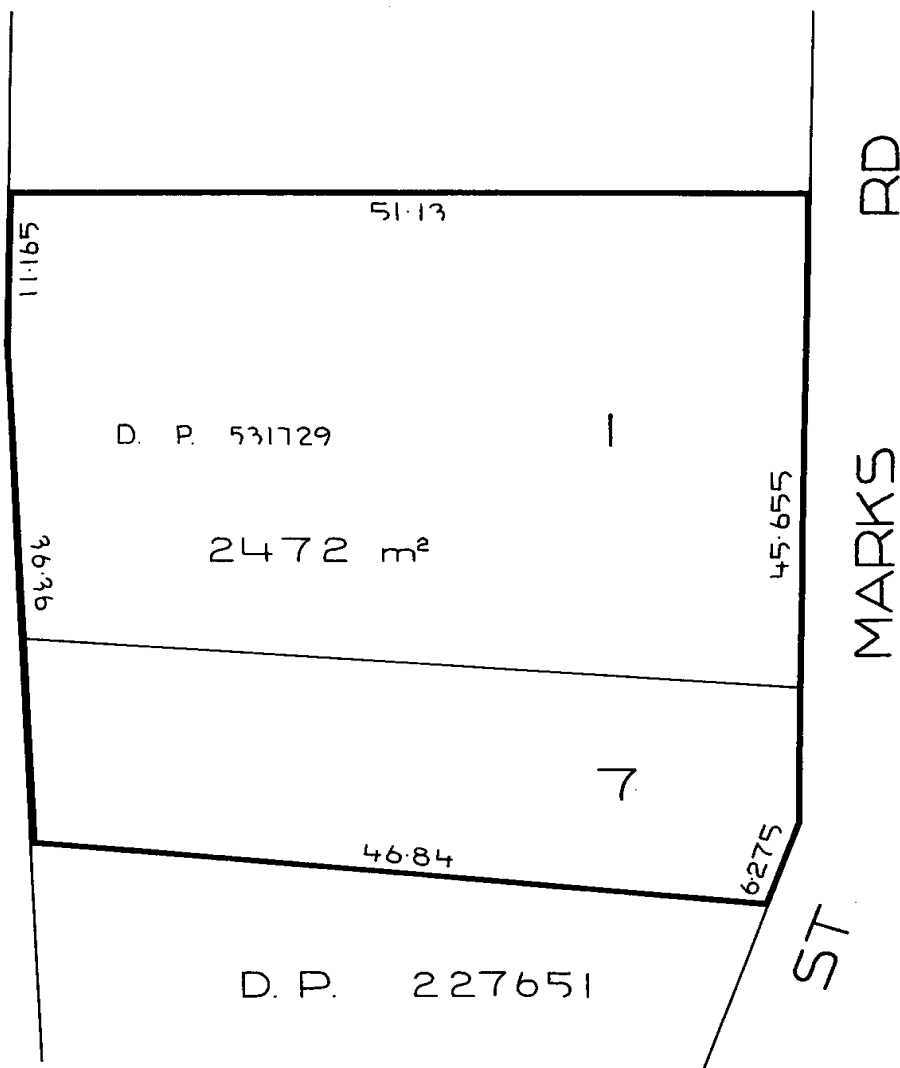
THIS SHEET SUPERSEDES THE DIAGRAM ON SHEET NO. 1 AS THE TITLE DIAGRAM

SHEET NO. 5



STRATA PLAN 3998

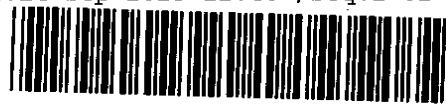
TITLE DIAGRAM



10	20	30	40	50	60	70	80	90	TABLE OF MM	130	140	150	160	170	180	190	200	210
COMPILED IN R.G.O. ON 7-2-1978									REDUCTION RATIO 1:400			LENGTHS ARE IN METRES						

Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Monti Lawyers

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



AN485621E

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/SP3998					
(B) LODGED BY	<table border="1"> <tr> <td data-bbox="324 457 487 609">Document Collection Box</td> <td data-bbox="487 457 1380 609">Name, Address or DX, Telephone, and Customer Account Number if any 659M SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400 Reference:</td> </tr> </table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any 659M SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400 Reference:	<table border="1"> <tr> <td data-bbox="1380 457 1554 567">CODE</td> </tr> <tr> <td data-bbox="1380 567 1554 653">CH</td> </tr> </table>	CODE	CH
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any 659M SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400 Reference:					
CODE						
CH						

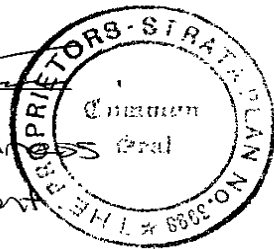
MOLAW:
02979741

- (C) The Owners-Strata Plan No **3998** certify that a special resolution was passed on 1 February 2018.
- (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 N/A
Added by-law No By-law 1-17, Special By-law No. 1, Special By-law No. 2
Amended by-law No N/A
as fully set out below:
Please see attached.
- (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 1.
- (G) The seal of the Owners-Strata Plan No 3998 was affixed on 12/4/18 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: Scott McInnes

Authority: strata Agent



Signature: _____

Name:

Authority:

**ANNEXURE 1 TO CHANGE OF BY-LAWS
STRATA SCHEME 3998**

1 VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 CHANGES TO COMMON PROPERTY

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

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

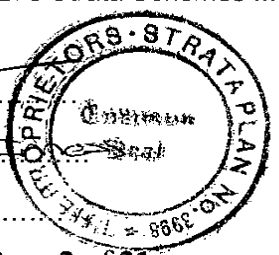
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

The seal of The Owners – Strata Plan No. 3998 was affixed on 12/4/18..... 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(s):

Name(s) [use block letters]: DAVID MC

Authority: Strata Agent



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.

5 KEEPING OF ANIMALS

This by-law to prevail

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

Definitions and interpretation

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

- (a) **Act** means the *Strata Schemes Management Act, 2015*.
- (b) **Lot** means any lot in strata plan 3998.
- (c) **Owner** means the owner of the Lot.
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 3998.

2.2 In this by-law, unless the context or definitions require otherwise:

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

Owners Corporation's Powers

3. In addition to the duties, obligations, powers and functions imposed on the Owners Corporation pursuant to the Act, the Owners Corporation has the duty to regulate the keeping of animals in the strata scheme.

Conditions

- 4.1 Subject to section 139(5) of the Act, an Owner or occupier of a Lot must not keep any animal on the Lot or the common property.
- 4.2 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.

Right to Remedy Default

- 5.1 The Owner and occupier acknowledge that if the Owner or occupier fail to comply with any obligation under this by-law (including but not limited to an obligation to remove an animal being kept in contravention of this by-law), the Owners Corporation may take steps to remedy that failure or non-compliance. In doing so, the Owners Corporation has the right to:
 - (a) perform that obligation;
 - (b) enter upon any part of the parcel to perform that obligation; and



- (c) recover costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).

5.2 The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

6 NOISE

An owner or occupier of a lot, or any invitee of 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.

7 BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 CHILDREN PLAYING ON COMMON PROPERTY

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 SMOKE PENETRATION

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

10 PRESERVATION OF FIRE SAFETY

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.



11 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

12 APPEARANCE OF LOT

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 CLEANING WINDOWS AND DOORS

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 HANGING OUT OF WASHING

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The 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 other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:

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

15 DISPOSAL OF WASTE--SHARED BINS [APPLICABLE WHERE BINS ARE SHARED BY LOTS]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and



- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
 - "bin" includes any receptacle for waste.
 - "waste" includes garbage and recyclable material.

16 CHANGE IN USE OR OCCUPATION OF LOT TO BE NOTIFIED

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes) must be notified.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

17 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

By-law 12

A proprietor shall not make any use of the common property or of his lot which may be illegal or immoral or injurious to the reputation of the building erected on the parcel (hereinafter referred to as "the building") or in a manner to constitute annoyance, nuisance, grievance, disturbance or damage to or create any noise which interferes with or which might reasonably be deemed to interfere with the peace and quietness of any occupant of any other lot or of any person making legitimate and reasonable use of the common property and, without in anyway limiting the generality of this provision, particularly shall not:

- (a) Use his lot for purpose other than a residential dwelling and shall not use any garage or storage part or parts of such lot for any purpose other than as a garage or storage lot associated with the use permitted of any lot (but not necessarily) his own lot) in the Strata Plan;
- (b) Park or leave standing any motor or other vehicle on the common property the driveway or the lawns in the common property;
- (c) Obstruct the use of the common property by any occupant of any other lot or by any person making legitimate and reasonable use of the common property;
- (d) Damage any part of the common property and without limiting the generality of such property, particularly any lawn, garden, tree, shrub, vine, plant, or flower of or on the common property or, without approval and at the pleasure of the Council, pick any such flower;
- (e) Enter the building after bathing unless he dry himself and his costume.



- (f) Permit or suffer any child of his or of any invitee, licensee or contractor of his to play in or on the entrance halls, hallways, passageways, stairways, landings of the building or, unless accompanied by and in the charge of an adult, who exercises effective care and control over the child, to enter, loiter or play in or about any driveway area of other area of possible danger or hazard;
- (g) Create any noise, maintain such a volume of television, radio, gramophone or other musical instrument within his lot as shall or as might reasonable be deemed to interfere with the peace and quietness of any occupant of any other lot and shall not permit or suffer the same to be audible at all outside his lot between the hours of 11.00 p.m. and 8 a.m.
- (h) During the holding of any social gathering in his lot, cause or permit or suffer anyone else to cause any noise which interferes or which might reasonable be deemed to interfere with the peace and quietness of any occupant of any other lot after the hour of 12 midnight and shall ensure that guests leaving the building late at night do so quietly and that he and his family and invitees when returning to the building late at night or in the early hours of the morning do so quietly and when ordering a taxi, especially at night, shall make every endeavour to be ready in the foyer at the expected time of arrival of the taxi and so avoid excessive use of the motor horn by the taxi driver;
- (i) Play any musical instrument on the common property or use any portable radio thereon at such a volume as shall or may cause annoyance or nuisance to any person;
- (j) Deposit anything or throw any dust, cigarette-butt or other article (whether of a like or different nature) on the common property or beat any mat, carpet or other article (whether of a like or different nature) in any part of the common property;
- (k) Use the common property for decorative purposes in the form of pot plants or other ornamental articles except with the approval of an at the pleasure from time to time of the council;
- (l) Hang any washing, towel or clothing (including a swimming costume,) bedding or any other article (whether of a like or different nature) out of or on any window or balcony or on the outside of the building or his lot or anywhere on the common property, except on the clothes lines provided at the rear of the building;
- (m) Affix any awning or blind externally to any window fronting or visible from any public street except of such size, type and colour as be first approved by the council;
- (n) Place any flower box or other articles on his balcony or on the outside of his lot in such a way that might cause damage or inconvenience to persons below;
- (o) Leave any bicycle, tricycle or other child's toy (whether of a like or different nature) on the common property where it may or may be likely to interfere with or obstruct the use of the common property by any person making legitimate and reasonable use thereof or, without the approval and at the pleasure of the council, where the council may deem it to interfere with the appearance of the common property;
- (p) That a unit holder, lessee or his guest shall not keep or feed any animal bird or reptile in or about the common property;
- (q) That a proprietor shall not permit or suffer any person of immoral life or addicted to excessive drinking to be in or about his lot and should the case arise the judgment shall be by the decision of an extraordinary general meeting;
- (r) Permit or suffer any child to unduly cry unattended on the common property;

- (s) Fail to keep all glass in windows and doors in his lot clean and in the event of any such glass being cracked or broken, subject to due compliance with all insurance requirements, to replace it promptly with fresh glass of at least similar type and quality to that at present in the windows and doors of his lot, and, in the event of his failing to do so, the Council may do so at his expenses:
- (t) Mark, paint, drive nails or screws or the like into, or in any other way, damage or deface any outside part of the building or any other part of the common property.
- (u) Except with the approval and at the pleasure of the Council, use any chemical, burning fluid, acetylene gas, alcohol or other highly inflammable material for lighting, heating or any other purpose.
- (v) Move any furniture, piano or other bulky article of any kind into or out of his lot without first giving to any authorised person nominated by the Council ample notice of his intention so to do to enable the Council, should it so desire, to arrange for someone, to witness the moving, and any damage caused by such moving shall be made good at the expense of the lot proprietor or who or whose servant or agent caused it;
- (w) Do anything to the outside of the building whether by way of an addition or alteration of a structural nature or by way of attaching anything thereto or by way of painting or otherwise without the consent in writing of the council first has and obtained;
- (x) Without the approval of, and at the planning of, the council, place anywhere on the common property a seat, other than of a portable nature, which he shall on all occasions, remove after use;
- (y) Other than in the case of an emergency request the cleaner or any maintenance man to do anything not clearly within his duties as laid down by the Council of the Body Corporate and then only without the houses when he is supposed to be on duty;
- (z) Use the swimming pool except between the hours of 6 a.m. and 11 p.m. each day.
- (aa) Enter, or permit or suffer any invitee of his to enter the swimming pool with any prophlactic, therapeutic or other preparation or lotion on his face or body and be bodily clean and, in the case of children, parents are asked to supervise a visit to the toilet before entering the pool; the object of this rule is to ensure the efficient functioning of the pump and filtration system;
- (bb) Permit or suffer any invitee of his use the swimming pool or their surrounds whilst they be in use to comfortable capacity by other proprietors, and, in any event, only when accompanied by himself or by some other responsible member of his family.
- (cc) Hold any auction sale on his lot, without the written permission of his Council;

By-law 13

Each proprietor shall not place any receptacle or other thing or matter on the landing of the stairs, landings or foyers.

By-law 14

Should a proprietor enter into any arrangement with anyone to occupy his lot, he shall provide such person with a copy of these by-laws and make the strict observances of them by such person a condition of such arrangement and, in the event of any breach of these by-laws by such person the Council, after due warning given either to such person or to the proprietor, calling on the proprietor to terminate such person's right of occupancy, such proprietor shall do so and immediately remove such person from his lot.

By-law 15

Each proprietor shall, at all times and when not in occupation himself of his lot, notify in writing the secretary of the body corporate of an address for service and such address shall be the address for service on him of all notices issued on behalf of the body corporate or of the Council, and, notwithstanding any otherwise relevant statutory provision, the posting of notices to him at or the leaving of same, in an envelope addressed to him in his letter box, at or the handing of the same to any person at, such address shall, for all purposes, constitute effective service thereof on him. Should any proprietor not so notify the said secretary, the posting of all notices to him at his lot or the leaving of such legal process in his letter box at his lot with any person collecting the rent of his lot or which any person in occupation of his lot shall, for all purposes, constitute effective service thereof on him.

By-law 16

Without in any way limiting the generality of his liability, the proprietor of each lot shall particularly be responsible for the maintenance, upkeep, repair and renewal of all services connection (such as gas, electrical, telephone, water sewerage and drainage and the like) and equipment as be placed or located within the internal walls, ceilings and floors of his lot and such proprietor shall also be responsible for all damage caused by any misuse, abuse or neglect thereof or by any defect therein. Furthermore, such proprietor as aforesaid shall also be responsible for all damage (caused by such misuse, abuse, neglect or defect as aforesaid) to any such service connection or equipment as aforesaid to or used in connection with the building as be placed or located otherwise than within the internal walls, ceilings and floors of his lot and whether within or outside the building, but otherwise the maintenance, upkeep repair and renewal of such lastly mentioned service connections and equipment shall be the responsibility of the body corporate which shall also be responsible to any injured party for all damage caused thereby PROVIDED THAT this provision shall not make the body corporate responsible for damage caused to or to the property of any proprietor by misuse, abuse, neglect or defect within the lot of any other proprietor which shall be the responsibility of such other proprietor AND PROVIDED ALSO THAT all the liabilities (if any) created by this by-law shall extend to the extent only that the body corporate be not entitled to be indemnified pursuant to any policy of insurance; nevertheless this by-law shall not; nor shall it be deemed to limit or restrict any right (whether express or implied) of any corporation or body with which any relevant insurance cover be effected.

By-law 17

A proprietor being a corporation (howsoever incorporated) and being a member of the Council may by resolution or by resolution of its Board of Directions (or other its controlling body) from time to time authorise such person (whether or not a proprietor) as it thinks fit to act as its representative on the Council and, upon either the body corporate or the Council being furnished with a copy of such resolution certified to under the hand of a responsible officer of the corporation, such person shall be, for all purposes, a member of the council as a representative of the corporation.

By-law 18

Without in any way limiting the generality of his liability either under any by-law or otherwise howsoever, each proprietor shall be responsible for and bear and pay upon demand to the body corporate the reasonable and proper cost of the body corporate making good all this repair of or damage to the common property caused by his wilful act or carelessness or by that of any licensee, invitee or contractor of his.

By-law 19

Notwithstanding anything in these by-laws contained or implied each proprietor shall strictly observe and comply with the provisions of all by-laws from time to time made by the Council relating to the general conduct and use of the building and the common property and the behaviour of the proprietors thereon and without limiting the generality of this provision, to the use of any other common property.

By-law 20



A proprietor shall be entitled, free of charge, to one copy only of these by-laws and shall, at his own expense provide all copies at any time or times required by his mortgage, tenant, occupier, purchaser and the like.

By-law 21

Wherever provision be made in by-laws that a proprietor of any lot shall not do same act or thing or shall do some act or thing such provision shall be read also to prevent his permitting or suffering such act or thing to be done by him, his family, his invitees, licensees or contractors, or ensuring that his invitees, his family, licensees or contractors do such thing, as the case may be.

By-law 22

Where two or more persons be the proprietors of any lot, the word "proprietor", wherever used in any by-law, shall mean and include each, every and any one of such proprietors, and words importing the masculine gender include the feminine or neuter gender as the case may requires.

By-law 23

Unless the context expressly so requires, no by-laws shall be limited or restricted, in its interpretation or application, by reference to or inference from any other by-law.

By-law 24

The secretary of the body corporate shall be notified in writing prior to any major works or alterations to the inside of any unit or alteration or additions to the exterior of any lot.

By-law 25

The car washing area for the proprietors shall be located only on the four drives marked for visitors' cars at the rear of the building.

By-law 26

For the purpose of minimising noise, each proprietor shall keep the floor space of all rooms (other than kitchen, bathroom and laundry) of the dwelling portion of his lot adequately covered or treated to reduce to a minimum the penetration of noise to any lot or lots and, in the case of the kitchen, with a material which does not convey noise, (such as does a marble type, linoleum) to any greater extent than does ordinary linoleum.

By-law 27

The laboratorios, sinks, baths, basins and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweeping or rubbish or other unsuitable substances shall be thrown therein and any damage occasioned thereto or the wastes therefrom from misuses shall be borne by the lot proprietor who causes it.

By-law 28

Box rooms shall be under the supervision of the lot proprietor concerned therewith and the body corporate shall not be liable for any theft therefrom or any damage to any goods stored therein from any cause whatsoever.

By-law 29

No lot proprietor shall obstruct nor deposit anything on any driveway hall, stairway landing, foyer or corridor or any part of the common property not injure or dirty any part thereof.



By-law 30

All lots shall be kept clean and all practical steps taken to prevent infestation by vermin and/or insects. Food sweepings, garbage rags or any other material or things shall not be exposed to vermin or insects.

By-law 31

If the lot proprietor occupies a garage he will at all times keep the door of the said garage closed except during ingress or egress.

By-law 32

Cars shall not be parked in the driveways by the lot proprietors their visitors invitees , licensees, servants or agents.

By-law 33

Cars driving in or from the building on the driveways shall not exceed a speed limit of 5 m.p.h.

By-law 34

Visitors, invitees, licensees, servants or agents shall only use the four spaces at the rear of the building marked for visitors parking of motor or other vehicles and shall only remain there during the time of their visit, and not permanently or overnight. No lot proprietor shall use the four areas marked for visitors parking for the parking of his motor or other vehicles except for the purpose of washing any such motor vehicles as hereinafter referred to.

By-law 35

Garbage tins shall only be put out to be empties and no boxes, papers bottles or other reuse shall be left out. Garbage tins when empties are to be promptly returned to the garbage tin areas and shall not be left exposed in sight in the court yard of the common property.

By-law 36

No stone, toy or any other article, or thing shall be thrown or placed into the swimming pool that may cause clogging or ineffecient working of the filter system and any lot proprietor, his family, visitors, invitees, licensees, servants or agents shall make good at his own expense or whose family, his visitors, invitees, licensees, servants or agents who causes it by throwing or placing any such thing in the swimming pool.

By-law 37

No ball games of any kind shall be played on the driveway on the common property or on the lawns in the centre courtyards of the common property or in the pool.

By-law 38

Lot proprietors shall not paint or affix any sign advertisement notice or poster to or on any part of his lot or the common property nor do anything to vary the external appearance of their lots with out the prior consent of the council of the body corporate.

By-law 39

No birds, insects, reptiles, white mice, guinea pigs, rabbits, or any other pet of a similar kind or description whatsoever shall be kept on any or on the common property.



By-law 40

Pursuant to Section 153 (3) (a) all notices under the Act shall be deemed duly served to resident proprietors if they have been hand delivered to the letter box of the said proprietors.

By-law 41

That any proprietor who wishes to erect an additional structure, such as a balcony enclosure, car port door, or any structure which would require permission in writing from the body corporate before erection, must make sure that the legal responsibility for the maintenance, repair or renewal of the structure does not fall upon the body corporate by first obtaining a by-law under Section 58 (7) of the Strata Titles Act 1973 before commencing to build the structure. The detailed plans for such a structure should be presented to the body corporate at the general meeting called to pass the by-law.

By-law 42

That the Proprietor(s) of Unit 9/14 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of balcony of Unit 9, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 43

That the Proprietor(s) of Unit 4, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 4, and including the floor, walls and ceiling areas of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 44

That the proprietor(s) of Unit 28, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 28, and including the floor, walls and ceiling of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 45

That the Proprietor(s) of Unit 22, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 22, and including the floor, walls, and ceiling areas of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 46

That the Proprietor(s) of Unit 13, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 13, and including the floor, walls, and ceiling areas of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 47



That the Proprietor(s) of Unit 29, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 29, and including the floor, walls, and ceiling areas of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 48

The proprietor for the time being of Lot 3 shall be entitled to enclose the carspace forming part of that lot subject to the alteration conforming to the standard established in alterations undertaken to other carspaces in the past and to the necessary approval being granted by the local Council and also subject to the following terms and conditions:

- (a) The proprietor shall be responsible at his own expense to maintain and keep tidy and in a state of good and serviceable repair such common property and any improvements which may from time to time be erected thereon;
- (b) The proprietor shall maintain, repair, renew or replace from time to time any new walls and improvements which may from time to time comprise the approved alteration;
- (c) The proprietor shall at his own expense meet all costs associated with the registration of this by-law.

By-law 49

That the Proprietor(s) of Unit 5, 14 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 5, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 50

That the Proprietor(s) of Unit 18, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 5, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 51

That the Proprietor(s) of Unit 24, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 24, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 52

That the Proprietor(s) of Unit 26, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 26, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 53



That the Proprietor(s) of Unit 31, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 31, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 54

That the Proprietor(s) of Unit 8, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 8, and including the floor, walls and ceiling areas of such balcony and that the said Proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses the Body Corporate may incur as a result of the enclosure being there and that the Proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 55

That the Proprietor for the time being of Lot 15 be entitled to enclose the car space forming part of the Lot subject to the alteration conforming to the standard establishment in alterations undertaken to other car spaces in the past and to the necessary approval being granted by the local Council and also subject to the following terms and conditions:

- (a) The Proprietor shall be responsible at his own expenses to maintain and keep tidy and in a state of good repair such common property and any improvements which may from time to time be erected thereon.
- (b) The Proprietors shall maintain, repair, renew or replace from time to time any new walls and improvements which may from time to time comprise the approved alteration.
- (c) The Proprietor shall at his own expense meet all the costs associated with the registration of this By-Law No. 55.

By-law 56

That the proprietor for the time being of Lot 3 shall be entitled to enclose the carspace forming part of that lot subject to the alteration confirming to the standards established in alterations undertaken to other car spaces in the past and to the necessary approval being granted by the local Council and also subject to the following terms and conditions:

- (a) The proprietor shall be responsible at his own expense to maintain and keep tidy and in a state of good and serviceable repair such common property and any improvements which may from time to time be erected thereon;
- (b) The proprietor shall maintain, repair, renew or replace from time to time any new walls and improvements which may from time to time comprise the approved alterations;
- (c) The proprietor shall at his own expense meet all costs associated with the registration of this By-Law.

By-law 57

That the proprietor(s) of Unit 3/14 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 3, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.



Special By-Law No. 1

Short Term Accommodation

Grant of Power

1. In addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions required in order to enable it to regulate the occupation of lots pursuant to the provisions of this by-law.

Definitions and Interpretation

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

- (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 Council.
- (c) **Building** means the building situated at 14-20 St Marks Road, Randwick.
- (d) **Council** means Randwick City Council.
- (e) **Lot** means any lot in strata plan 3998;
- (f) **Owner** means the owner(s) of the Lot.
- (g) **Owners Corporation** means The Owners – Strata Plan No. 3998;
- (h) **Short Term Accommodation** means the provision of temporary accommodation on a commercial basis for less than 3 months (consecutively), and includes but is not limited to:
 - i. tourist or backpacker accommodation;
 - ii. serviced apartment, hotel, motel or bed and breakfast accommodation; and
 - iii. short term accommodation facilitated using online holiday letting, classifieds or other services including Airbnb, Stayz, Gumtree and the like.
- (i) **Strata Scheme** means the strata scheme created by the registration of strata plan 3998.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

- 2.3 In the event of an inconsistency between this by-law and any other by-law applicable to the Strata Scheme, the terms of this by-law shall prevail to the extent of the inconsistency.

- 2.4 In the event of an inconsistency between this by-law and any planning legislation or control applicable to the Strata Scheme, the relevant planning legislation or control shall prevail to the extent of that inconsistency.

Conditions



- 3.1 An Owner or occupier of a Lot must not use, operate or facilitate the use of a Lot for Short Term Accommodation.
- 3.2 An Owner or occupier of a Lot must ensure (unless otherwise approved by the Owners Corporation) that any occupier of the Lot occupies the Lot for an uninterrupted period of not less than three (3) months.
- 3.3 An Owner of a Lot must submit any written agreement for the occupancy of the Lot to the strata managing agent for the Strata Scheme from time to time within fourteen (14) days of the agreement being entered into.
- 3.4 If an Owner or occupier of a Lot enters into a non-written agreement for the occupancy of the Lot, the Owner must provide full and complete particulars of that agreement (including but not limited to details of the parties and duration) to the strata managing agent for the Strata Scheme from time to time within fourteen (14) days of the agreement being entered into.
- 3.5 An Owner or occupier of a Lot must ensure that the Lot is not advertised or promoted for use in a way that is prohibited by this by-law or any other law. For the avoidance of doubt, this restriction includes (but is not limited to) an obligation to ensure that the Lot is not occupied by more people than are allowed by law to occupy the lot.
- 3.6 All Owners and occupiers hereby acknowledge that they indemnify the Owners Corporation against any damage, losses or claims arising directly (or indirectly) out of any contravention of this by-law.
- 3.7 Owners and occupiers acknowledge that if they fail to comply with any obligation under this by-law, the owners corporation may take steps to remedy that failure or non-compliance, (including but not limited to the de-activation of security keys, passes, fobs and the like) and may recover the costs of doing so from the Owner as a debt (and include reference to that debt on levy notices and other levy reports or information). Owners acknowledge that any debt for which they are liable under this by-law is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear (until paid), simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-Law No. 2

Lot 4 Renovation Works

Operation of by-law

1. The Owner under this by-law is the owner or owners of lot 4.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 3998, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has the special privilege to perform the Works and keep the Works on the common property pursuant to the terms set out in this by-law.

Definitions

4. 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 Council.
 - (c) **Building** means the building situated at 14-20 St Marks Road, Randwick.
 - (d) **Council** means Randwick City Council.

- (e) **Insurance** means:
- (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
- (f) **Lot** means lot 4 in strata scheme 3998.
- (g) **Owner** means the owner or owners of the Lot.
- (h) **Owners Corporation** means The Owners – Strata Plan No. 3998.
- (i) **Plans** means the plans, documents, drawings and images for the works (if applicable).
- (j) **Works** means the Owner's renovation works to the Lot and the common property to be carried out for and in connection with:
- i. the removal of existing bathroom floor tiles and wall tiles and replacement with new bathroom floor tiles and wall tiles including the installation of new waterproof membrane;
 - ii. the removal of existing bathroom fixtures and fittings and replacement with new bathroom fixtures and fittings;
 - iii. the removal of existing kitchen fixtures and fittings and replacement with new kitchen fixtures and fittings;
 - iv. the installation of cornices and bulk head in the kitchen part of the Lot and application of new plasterboard interior wall linings where required;
 - v. the removal of existing laundry door and replacement with new laundry door;
 - vi. the installation of new internal plantation shutters to the sliding glass balcony doors; and
 - vii. the removal of existing internal window coverings to balcony windows and replacement with new internal window coverings,
- as set out in the Plans (where relevant) together with:
- (A) ancillary works to facilitate the works referred to above; and
 - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above,

and to be conducted strictly in accordance with the Plans and the provisions of this by-law.

5. In this by-law, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;
 - (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;



- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) references to any Works under this by-law include any ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment and fittings.

Conditions

- 6. Before the Works commence, the Owner must:
 - (a) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (b) provide a copy of the Plans to the Owners Corporation (where relevant);
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation;
 - (d) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation); and
 - (e) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).
- 7. To be compliant under this by-law, the Works (if approved) must:
 - (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant); and
 - (e) comprise materials that are new and suitable for the purpose for which they are used.
- 8. While the Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (c) ensure that the Works are carried out expeditiously and with a minimum of disruption;
 - (d) only carry out the Works at times reasonably approved by the Owners Corporation;
 - (e) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the Building outside the Lot from damage relating to the Works;



- (h) 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 occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (j) not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.
9. After the Works have been completed, the Owner must:
- (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 has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time; and
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.
10. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clauses 8 and 9 above have been complied with.
11. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
 - (b) must properly maintain and upkeep the Works;
 - (c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
 - (d) must maintain and upkeep those parts of the common property in immediate contact with the Works;
 - (e) must ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
 - (f) remains liable for any damage to lot or common property (including the Lot) arising out of the Works;
 - (g) must comply with all directions, orders and requirements of any Authority and the reasonable directions of the Owners Corporation relating to the Works; and
 - (h) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.
12. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work; and

- (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
- 13. The Works will always remain the property of the Owner
- 14. In the event that the Owner desires to remove the Works, the provisions of Clauses 8-11 will apply.

The seal of The Owners – Strata Plan No. 3998 was affixed on 12/11/14 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(s): 

Name(s) [use block letters]: Scott McInnes

Authority: Strata Agent



Approved Form 10
Certificate re Initial Period

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

*that the initial period has expired.

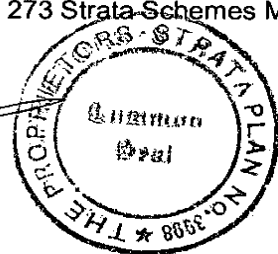
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. 3998 was affixed on 12/4/18 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: SCOTT McEneaney

Authority: Strata Agent



Signature:

Name:

Authority:

^ Insert appropriate date

* Strike through if inapplicable.

The seal of The Owners – Strata Plan No. 3998 was affixed on 12/4/18 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(s): ~~_____~~

Name(s) [use block letters]: SCOTT McEneaney

Authority: Strata Agent



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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




AP241221K

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/SP3998	
(B) LODGED BY	Document Collection Box <i>IW</i>	Name, Address or DX, Telephone, and Customer Account Number if any SLF Lawyers GPO Box 37, Sydney NSW 2000 Phone: (02) 9264 4833 Reference: 1800721
		CODE CH

- (C) The Owners-Strata Plan No. 3998 certify that a special resolution was passed on 11/4/2019
- (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 3 & 4
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 In Annexure "A" attached.

- (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. 3998 was affixed on 6 May 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: S. McInnes

Authority: As Strata Agent

Signature: _____

Name: _____

Authority: _____

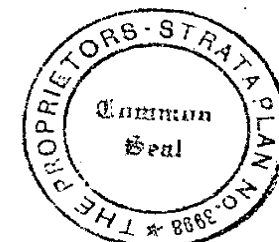


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ANNEXURE # TO CHANGE OF BY-LAWS STRATA SCHEME 3998

1 VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 CHANGES TO COMMON PROPERTY

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

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

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

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.

5 KEEPING OF ANIMALS

This by-law to prevail

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

Definitions and interpretation

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

- (a) **Act** means the *Strata Schemes Management Act, 2015*.
- (b) **Lot** means any lot in strata plan 3998.
- (c) **Owner** means the owner of the Lot.
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 3998.

2.2 In this by-law, unless the context or definitions require otherwise:

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

Owners Corporation's Powers

3. In addition to the duties, obligations, powers and functions imposed on the Owners Corporation pursuant to the Act, the Owners Corporation has the duty to regulate the keeping of animals in the strata scheme.

Conditions

- 4.1 Subject to section 139(5) of the Act, an Owner or occupier of a Lot must not keep any animal on the Lot or the common property.
- 4.2 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.

Right to Remedy Default

5.1 The Owner and occupier acknowledge that if the Owner or occupier fail to comply with any obligation under this by-law (including but not limited to an obligation to remove an animal being kept in contravention of this by-law), the Owners Corporation may take steps to remedy that failure or non-compliance. In doing so, the Owners Corporation has the right to:

- (a) perform that obligation;
- (b) enter upon any part of the parcel to perform that obligation; and
- (c) recover costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).

5.2 The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

6 NOISE

An owner or occupier of a lot, or any invitee of 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.

7 BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 CHILDREN PLAYING ON COMMON PROPERTY

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 SMOKE PENETRATION

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

10 PRESERVATION OF FIRE SAFETY

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

12 APPEARANCE OF LOT

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 CLEANING WINDOWS AND DOORS

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 HANGING OUT OF WASHING

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The 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 other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:

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

15 DISPOSAL OF WASTE--SHARED BINS [APPLICABLE WHERE BINS ARE SHARED BY LOTS]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

16 CHANGE IN USE OR OCCUPATION OF LOT TO BE NOTIFIED

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes) must be notified.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

17 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

By-law 12

A proprietor shall not make any use of the common property or of his lot which may be illegal or immoral or injurious to the reputation of the building erected on the parcel (hereinafter referred to as "the building") or in a manner to constitute annoyance, nuisance, grievance, disturbance or damage to or create any noise which interferes with or which might reasonably be deemed to interfere with the peace and quietness of any occupant of any other lot or of any person making legitimate and reasonable use of the common property and, without in anyway limiting the generality of this provision, particularly shall not:

- (a) Use his lot for purpose other than a residential dwelling and shall not use any garage or storage part or parts of such lot for any purpose other than as a garage or storage lot associated with the use permitted of any lot (but not necessarily his own lot) in the Strata Plan;
- (b) Park or leave standing any motor or other vehicle on the common property the driveway or the lawns in the common property;
- (c) Obstruct the use of the common property by any occupant of any other lot or by any person making legitimate and reasonable use of the common property;
- (d) Damage any part of the common property and without limiting the generality of such property, particularly any lawn, garden, tree, shrub, vine, plant, or flower of or on the common property or, without approval and at the pleasure of the Council, pick any such flower;
- (e) Enter the building after bathing unless he dry himself and his costume.
- (f) Permit or suffer any child of his or of any invitee, licensee or contractor of his to play in or on the entrance halls, hallways, passageways, stairways, landings of the building or, unless accompanied by and in the charge of an adult, who exercises effective care and control over the child, to enter, loiter or play in or about any driveway area or other area of possible danger or hazard;
- (g) Create any noise, maintain such a volume of television, radio, gramophone or other musical instrument within his lot as shall or as might reasonable be deemed to interfere with the peace and quietness of any occupant of any other lot and shall not permit or suffer the same to be audible at all outside his lot between the hours of 11.00 p.m. and 8 a.m.
- (h) During the holding of any social gathering in his lot, cause or permit or suffer anyone else to cause any noise which interferes or which might reasonable be deemed to interfere with the peace and quietness of any occupant of any occupier of any other lot after the hour of 12 midnight and shall

ensure that guests leaving the building late at night do so quietly and that he and his family and invitees when returning to the building late at night or in the early hours of the morning do so quietly and when ordering a taxi, especially at night, shall make every endeavour to be ready in the foyer at the expected time of arrival of the taxi and so avoid excessive use of the motor horn by the taxi driver;

- (i) Play any musical instrument on the common property or use any portable radio thereon at such a volume as shall or may cause annoyance or nuisance to any person;
- (j) Deposit anything or throw any dust, cigarette-butt or other article (whether of a like or different nature) on the common property or beat any mat, carpet or other article (whether of a like or different nature) in any part of the common property;
- (k) Use the common property for decorative purposes in the form of pot plants or other ornamental articles except with the approval of an at the pleasure from time to time of the council;
- (l) Hang any washing, towel or clothing (including a swimming costume,) bedding or any other article (whether of a like or different nature) out of or on any window or balcony or on the outside of the building or his lot or anywhere on the common property, except on the clothes lines provided at the rear of the building;
- (m) Affix any awning or blind externally to any window fronting or visible from any public street except of such size, type and colour as be first approved by the council;
- (n) Place any flower box or other articles on his balcony or on the outside of his lot in such a way that might cause damage or inconvenience to persons below;
- (o) Leave any bicycle, tricycle or other child's toy (whether of a like or different nature) on the common property where it may or may be likely to interfere with or obstruct the use of the common property by any person making legitimate and reasonable use thereof or, without the approval and at the pleasure of the council, where the council may deem it to interfere with the appearance of the common property;
- (p) That a unit holder, lessee or his guest shall not keep or feed any animal bird or reptile in or about the common property;
- (q) That a proprietor shall not permit or suffer any person of immoral life or addicted to excessive drinking to be in or about his lot and should the case arise the judgment shall be by the decision of an extraordinary general meeting;
- (r) Permit or suffer any child to unduly cry unattended on the common property;
- (s) Fail to keep all glass in windows and doors in his lot clean and in the event of any such glass being cracked or broken, subject to due compliance with all insurance requirements, to replace it promptly with fresh glass of at least similar type and quality to that at present in the windows and doors of his lot, and, in the event of his failing to do so, the Council may do so at his expenses;
- (t) Mark, paint, drive nails or screws or the like into, or in any other way, damage or deface any outside part of the building or any other part of the common property.
- (u) Except with the approval and at the pleasure of the Council, use any chemical, burning fluid, acetylene gas, alcohol or other highly inflammable material for lighting, heating or any other purpose.

- (v) Move any furniture, piano or other bulky article of any kind into or out of his lot without first giving to any authorised person nominated by the Council ample notice of his intention so to do to enable the Council, should it so desire, to arrange for someone, to witness the moving, and any damage caused by such moving shall be made good at the expense of the lot proprietor or who or whose servant or agent caused it;
- (w) Do anything to the outside of the building whether by way of an addition or alteration of a structural nature or by way of attaching anything thereto or by way of painting or otherwise without the consent in writing of the council first has and obtained;
- (x) Without the approval of, and at the planning of, the council, place anywhere on the common property a seat, other than of a portable nature, which he shall on all occasions, remove after use;
- (y) Other than in the case of an emergency request the cleaner or any maintenance man to do anything not clearly within his duties as laid down by the Council of the Body Corporate and then only without the houses when he is supposed to be on duty;
- (z) Use the swimming pool except between the hours of 6 a.m. and 11 p.m. each day.
- (aa) Enter, or permit or suffer any invitee of his to enter the swimming pool with any prophlactic, therapeutic or other preparation or lotion on his face or body and be bodily clean and, in the case of children, parents are asked to supervise a visit to the toilet before entering the pool; the object of this rule is to ensure the efficient functioning of the pump and filtration system;
- (bb) Permit or suffer any invitee of his use the swimming pool or their surrounds whilst they be in use to comfortable capacity by other proprietors, and, in any event, only when accompanied by himself or by some other responsible member of his family.
- (cc) Hold any auction sale on his lot, without the written permission of his Council;

By-law 13

Each proprietor shall not place any receptacle or other thing or matter on the landing of the stairs, landings or foyers.

By-law 14

Should a proprietor enter into any arrangement with anyone to occupy his lot, he shall provide such person with a copy of these by-laws and make the strict observances of them by such person a condition of such arrangement and, in the event of any breach of these by-laws by such person the Council, after due warning given either to such person or to the proprietor, calling on the proprietor to terminate such person's right of occupancy, such proprietor shall do so and immediately remove such person from his lot.

By-law 15

Each proprietor shall, at all times and when not in occupation himself of his lot, notify in writing the secretary of the body corporate of an address for service and such address shall be the address for service on him of all notices issued on behalf of the body corporate or of the Council, and, notwithstanding any otherwise relevant statutory provision, the posting of notices to him at or the leaving of same, in an envelope addressed to him in his letter box, at or the handing of the same to any person at, such address shall, for all purposes, constitute effective service thereof on him. Should any proprietor not so notify the said secretary, the posting of all notices to him at his lot or the leaving of such legal process in his letter box at his lot with any person collecting the rent of his lot or which any person in occupation of his lot shall, for all purposes, constitute effective service thereof on him.

By-law 16

Without in any way limiting the generality of his liability, the proprietor of each lot shall particularly be responsible for the maintenance, upkeep, repair and renewal of all services connection (such as gas, electrical, telephone, water sewerage and drainage and the like) and equipment as be placed or located within the internal walls, ceilings and floors of his lot and such proprietor shall also be responsible for all damage caused by any misuse, abuse or neglect thereof or by any defect therein. Furthermore, such proprietor as aforesaid shall also be responsible for all damage (caused by such misuse, abuse, neglect or defect as aforesaid) to any such service connection or equipment as aforesaid to or used in connection with the building as be placed or located otherwise than within the internal walls, ceilings and floors of his lot and whether within or outside the building, but otherwise the maintenance, upkeep repair and renewal of such lastly mentioned service connections and equipment shall be the responsibility of the body corporate which shall also be responsible to any injured party for all damage caused thereby PROVIDED THAT this provision shall not make the body corporate responsible for damage caused to or to the property of any proprietor by misuse, abuse, neglect or defect within the lot of any other proprietor which shall be the responsibility of such other proprietor AND PROVIDED ALSO THAT all the liabilities (if any) created by this by-law shall extend to the extent only that the body corporate be not entitled to be indemnified pursuant to any policy of insurance; nevertheless this by-law shall not; nor shall it be deemed to limit or restrict any right (whether express or implied) of any corporation or body with which any relevant insurance cover be effected.

By-law 17

A proprietor being a corporation (howsoever incorporated) and being a member of the Council may by resolution or by resolution of its Board of Directions (or other its controlling body) from time to time authorise such person (whether or not a proprietor) as it thinks fit to act as its representative on the Council and, upon either the body corporate or the Council being furnished with a copy of such resolution certified to under the hand of a responsible officer of the corporation, such person shall be, for all purposes, a member of the council as a representative of the corporation.

By-law 18

Without in any way limiting the generality of his liability either under any by-law or otherwise howsoever, each proprietor shall be responsible for and bear and pay upon demand to the body corporate the reasonable and proper cost of the body corporate making good all this repair of or damage to the common property caused by his wilful act or carelessness or by that of any licensee, invitee or contractor of his.

By-law 19

Notwithstanding anything in these by-laws contained or implied each proprietor shall strictly observe and comply with the provisions of all by-laws from time to time made by the Council relating to the general conduct and use of the building and the common property and the behaviour of the proprietors thereon and without limiting the generality of this provision, to the use of any other common property.

By-law 20

A proprietor shall be entitled, free of charge, to one copy only of these by-laws and shall, at his own expense provide all copies at any time or times required by his mortgage, tenant, occupier, purchaser and the like.

By-law 21

Wherever provision be made in by-laws that a proprietor of any lot shall not do same act or thing or shall do some act or thing such provision shall be read also to prevent his permitting or suffering such act or thing to be done by him, his family, his invitees, licensees or contractors, or ensuring that his invitees, his family, licensees or contractors do such thing, as the case may be.

By-law 22

Where two or more persons be the proprietors of any lot, the word "proprietor", wherever used in any by-law, shall mean and include each, every and any one of such proprietors, and words importing the masculine gender include the feminine or neuter gender as the case may requires.

By-law 23

Unless the context expressly so requires, no by-laws shall be limited or restricted, in its interpretation or application, by reference to or inference from any other by-law.

By-law 24

The secretary of the body corporate shall be notified in writing prior to any major works or alterations to the inside of any unit or alteration or additions to the exterior of any lot.

By-law 25

The car washing area for the proprietors shall be located only on the four drives marked for visitors' cars at the rear of the building.

By-law 26

For the purpose of minimising noise, each proprietor shall keep the floor space of all rooms (other than kitchen, bathroom and laundry) of the dwelling portion of his lot adequately covered or treated to reduce to a minimum the penetration of noise to any lot or lots and, in the case of the kitchen, with a material which does not convey noise, (such as does a marble type, linoleum) to any greater extent than does ordinary linoleum.

By-law 27

The laboratorios, sinks, baths, basins and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweeping or rubbish or other unsuitable substances shall be thrown therein and any damage occasioned thereto or the wastes therefrom from misuses shall be borne by the lot proprietor who causes it.

By-law 28

Box rooms shall be under the supervision of the lot proprietor concerned therewith and the body corporate shall not be liable for any theft therefrom or any damage to any goods stored therein from any cause whatsoever.

By-law 29

No lot proprietor shall obstruct nor deposit anything on any driveway hall, stairway landing, foyer or corridor or any part of the common property not injure or dirty any part thereof.

By-law 30

All lots shall be kept clean and all practical steps taken to prevent infestation by vermin and/or insects. Food sweepings, garbage rags or any other material or things shall not be exposed to vermin or insects.

By-law 31

If the lot proprietor occupies a garage he will at all times keep the door of the said garage closed except during ingress or egress.

By-law 32

Cars shall not be parked in the driveways by the lot proprietors their visitors invitees , licensees, servants or agents.

By-law 33

Cars driving in or from the building on the driveways shall not exceed a speed limit of 5 m.p.h.

By-law 34

Visitors, invitees, licensees, servants or agents shall only use the four spaces at the rear of the building marked for visitors parking of motor or other vehicles and shall only remain there during the time of their visit, and not permanently or overnight. No lot proprietor shall use the four areas marked for visitors parking for the parking of his motor or other vehicles except for the purpose of washing any such motor vehicles as hereinafter referred to.

By-law 35

Garbage tins shall only be put out to be empties and no boxes, papers bottles or other reuse shall be left out. Garbage tins when empties are to be promptly returned to the garbage tin areas and shall not be left exposed in sight in the court yard of the common property.

By-law 36

No stone, toy or any other article, or thing shall be thrown or placed into the swimming pool that may cause clogging or ineffecient working of the filter system and any lot proprietor, his family, visitors, invitees, licensees, servants or agents shall make good at his own expense or whose family, his visitors, invitees, licensees, servants or agents who causes it by throwing or placing any such thing in the swimming pool.

By-law 37

No ball games of any kind shall be played on the driveway on the common property or on the lawns in the centre courtyards of the common property or in the pool.

By-law 38

Lot proprietors shall not paint or affix any sign advertisement notice or poster to or on any part of his lot or the common property nor do anything to vary the external appearance of their lots with out the prior consent of the council of the body corporate.

By-law 39

No birds, insects, reptiles, white mice, guinea pigs, rabbits, or any other pet of a similar kind or description whatsoever shall be kept on any or on the common property.

By-law 40

Pursuant to Section 153 (3) (a) all notices under the Act shall be deemed duly served to resident proprietors if they have been hand delivered to the letter box of the said proprietors.

By-law 41

That any proprietor who wishes to erect an additional structure, such as a balcony enclosure, car port door, or any structure which would require permission in writing from the body corporate before erection, must make sure that the legal responsibility for the maintenance, repair or renewal of the structure does not fall upon the body corporate by first obtaining a by-law under Section 58 (7) of the Strata Titles Act 1973 before commencing to build the structure. The detailed plans for such a structure should be presented to the body corporate at the general meeting called to pass the by-law.

By-law 42

That the Proprietor(s) of Unit 9/14 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of balcony of Unit 9, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 43

That the Proprietor(s) of Unit 4, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 4, and including the floor, walls and ceiling areas of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 44

That the proprietor(s) of Unit 28, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 28, and including the floor, walls and ceiling of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 45

That the Proprietor(s) of Unit 22, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 22, and including the floor, walls, and ceiling areas of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 46

That the Proprietor(s) of Unit 13, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 13, and including the floor, walls, and ceiling areas of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 47

That the Proprietor(s) of Unit 29, 14-20 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 29, and including the floor, walls, and ceiling areas of such balcony, and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 48

The proprietor for the time being of Lot 3 shall be entitled to enclose the carspace forming part of that lot subject to the alteration conforming to the standard established in alterations undertaken to other carspaces in the past and to the necessary approval being granted by the local Council and also subject to the following terms and conditions:

- (a) The proprietor shall be responsible at his own expense to maintain and keep tidy and in a state of good and serviceable repair such common property and any improvements which may from time to time be erected thereon;
- (b) The proprietor shall maintain, repair, renew or replace from time to time any new walls and improvements which may from time to time comprise the approved alteration;
- (c) The proprietor shall at his own expense meet all costs associated with the registration of this by-law.

By-law 49

That the Proprietor(s) of Unit 5, 14 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 5, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 50

That the Proprietor(s) of Unit 18, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 5, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 51

That the Proprietor(s) of Unit 24, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 24, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 52

That the Proprietor(s) of Unit 26, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 26, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 53

That the Proprietor(s) of Unit 31, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 31, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other costs regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of the By-Law.

By-law 54

That the Proprietor(s) of Unit 8, 14. St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 8, and including the floor, walls and ceiling areas of such balcony and that the said Proprietor(s) be responsible for all of any maintenance or any

other costs regarding the area, and that the proprietor(s) be responsible for any expenses the Body Corporate may incur as a result of the enclosure being there and that the Proprietor(s) be responsible for all costs of the registration of this By-Law.

By-law 55

That the Proprietor for the time being of Lot 15 be entitled to enclose the car space forming part of the Lot subject to the alteration conforming to the standard establishment in alterations undertaken to other car spaces in the past and to the necessary approval being granted by the local Council and also subject to the following terms and conditions:

- (a) The Proprietor shall be responsible at his own expenses to maintain and keep tidy and in a state of good repair such common property and any improvements which may from time to time be erected thereon.
- (b) The Proprietors shall maintain, repair, renew or replace from time to time any new walls and improvements which may from time to time comprise the approved alteration.
- (c) The Proprietor shall at his own expense meet all the costs associated with the registration of this By-Law No. 55.

By-law 56

That the proprietor for the time being of Lot 3 shall be entitled to enclose the carspace forming part of that lot subject to the alteration confirming to the standards established in alterations undertaken to other car spaces in the past and to the necessary approval being granted by the local Council and also subject to the following terms and conditions:

- (a) The proprietor shall be responsible at his own expense to maintain and keep tidy and in a state of good and serviceable repair such common property and any improvements which may from time to time be erected thereon;
- (b) The proprietor shall maintain, repair, renew or replace from time to time any new walls and improvements which may from time to time comprise the approved alterations;
- (c) The proprietor shall at his own expense meet all costs associated with the registration of this By-Law.

By-law 57

That the proprietor(s) of Unit 3/14 St. Marks Road, Randwick, be given exclusive use of the common property comprising the enclosure part of the balcony of Unit 3, and including the floor, walls and ceiling areas of such balcony and that the said proprietor(s) be responsible for all of any maintenance or any other regarding the area, and that the proprietor(s) be responsible for any expenses which the body corporate may incur as a result of the balcony enclosure being there, and that the proprietor(s) be responsible for all costs of the registration of this By-Law.

Special By-Law No. 1

Short Term Accommodation

Grant of Power

1. In addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions required in order to enable it to regulate the occupation of lots pursuant to the provisions of this by-law.

Definitions and Interpretation

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

- (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 Council.
- (c) **Building** means the building situated at 14-20 St Marks Road, Randwick.
- (d) **Council** means Randwick City Council.
- (e) **Lot** means any lot in strata plan 3998;
- (f) **Owner** means the owner(s) of the Lot.
- (g) **Owners Corporation** means The Owners – Strata Plan No. 3998;
- (h) **Short Term Accommodation** means the provision of temporary accommodation on a commercial basis for less than 3 months (consecutively), and includes but is not limited to:
 - i. tourist or backpacker accommodation;
 - ii. serviced apartment, hotel, motel or bed and breakfast accommodation; and
 - iii. short term accommodation facilitated using online holiday letting, classifieds or other services including Airbnb, Stayz, Gumtree and the like.
- (i) **Strata Scheme** means the strata scheme created by the registration of strata plan 3998.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

2.3 In the event of an inconsistency between this by-law and any other by-law applicable to the Strata Scheme, the terms of this by-law shall prevail to the extent of the inconsistency.

2.4 In the event of an inconsistency between this by-law and any planning legislation or control applicable to the Strata Scheme, the relevant planning legislation or control shall prevail to the extent of that inconsistency.

Conditions

- 3.1 An Owner or occupier of a Lot must not use, operate or facilitate the use of a Lot for Short Term Accommodation.
- 3.2 An Owner or occupier of a Lot must ensure (unless otherwise approved by the Owners Corporation) that any occupier of the Lot occupies the Lot for an uninterrupted period of not less than three (3) months.
- 3.3 An Owner of a Lot must submit any written agreement for the occupancy of the Lot to the strata managing agent for the Strata Scheme from time to time within fourteen (14) days of the agreement being entered into.

- 3.4 If an Owner or occupier of a Lot enters into a non-written agreement for the occupancy of the Lot, the Owner must provide full and complete particulars of that agreement (including but not limited to details of the parties and duration) to the strata managing agent for the Strata Scheme from time to time within fourteen (14) days of the agreement being entered into.
- 3.5 An Owner or occupier of a Lot must ensure that the Lot is not advertised or promoted for use in a way that is prohibited by this by-law or any other law. For the avoidance of doubt, this restriction includes (but is not limited to) an obligation to ensure that the Lot is not occupied by more people than are allowed by law to occupy the lot.
- 3.6 All Owners and occupiers hereby acknowledge that they indemnify the Owners Corporation against any damage, losses or claims arising directly (or indirectly) out of any contravention of this by-law.
- 3.7 Owners and occupiers acknowledge that if they fail to comply with any obligation under this by-law, the owners corporation may take steps to remedy that failure or non-compliance, (including but not limited to the de-activation of security keys, passes, fobs and the like) and may recover the costs of doing so from the Owner as a debt (and include reference to that debt on levy notices and other levy reports or information). Owners acknowledge that any debt for which they are liable under this by-law is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear (until paid), simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-Law No. 2

Lot 4 Renovation Works

Operation of by-law

1. The Owner under this by-law is the owner or owners of lot 4.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 3998, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has the special privilege to perform the Works and keep the Works on the common property pursuant to the terms set out in this by-law.

Definitions

4. 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 Council.
 - (c) **Building** means the building situated at 14-20 St Marks Road, Randwick.
 - (d) **Council** means Randwick City Council.
 - (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
 - (f) **Lot** means lot 4 in strata scheme 3998.
 - (g) **Owner** means the owner or owners of the Lot.

- (h) **Owners Corporation** means The Owners – Strata Plan No. 3998.
- (i) **Plans** means the plans, documents, drawings and images for the works (if applicable).
- (j) **Works** means the Owner's renovation works to the Lot and the common property to be carried out for and in connection with:
 - i. the removal of existing bathroom floor tiles and wall tiles and replacement with new bathroom floor tiles and wall tiles including the installation of new waterproof membrane;
 - ii. the removal of existing bathroom fixtures and fittings and replacement with new bathroom fixtures and fittings;
 - iii. the removal of existing kitchen fixtures and fittings and replacement with new kitchen fixtures and fittings;
 - iv. the installation of cornices and bulk head in the kitchen part of the Lot and application of new plasterboard interior wall linings where required;
 - v. the removal of existing laundry door and replacement with new laundry door;
 - vi. the installation of new internal plantation shutters to the sliding glass balcony doors; and
 - vii. the removal of existing internal window coverings to balcony windows and replacement with new internal window coverings,as set out in the Plans (where relevant) together with:
 - (A) ancillary works to facilitate the works referred to above; and
 - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above,

and to be conducted strictly in accordance with the Plans and the provisions of this by-law.

- 5. In this by-law, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;
 - (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;
 - (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
 - (f) references to any Works under this by-law include any ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment and fittings.

Conditions

- 6. Before the Works commence, the Owner must:

- (a) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (b) provide a copy of the Plans to the Owners Corporation (where relevant);
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation;
 - (d) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation); and
 - (e) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).
7. To be compliant under this by-law, the Works (if approved) must:
 - (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant); and
 - (e) comprise materials that are new and suitable for the purpose for which they are used.
8. While the Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (c) ensure that the Works are carried out expeditiously and with a minimum of disruption;
 - (d) only carry out the Works at times reasonably approved by the Owners Corporation;
 - (e) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the Building outside the Lot from damage relating to the Works;
 - (h) 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 occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (j) not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.
9. After the Works have been completed, the Owner must:
 - (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 has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time; and
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.
10. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clauses 8 and 9 above have been complied with.
11. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
 - (b) must properly maintain and upkeep the Works;
 - (c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
 - (d) must maintain and upkeep those parts of the common property in immediate contact with the Works;
 - (e) must ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
 - (f) remains liable for any damage to lot or common property (including the Lot) arising out of the Works;
 - (g) must comply with all directions, orders and requirements of any Authority and the reasonable directions of the Owners Corporation relating to the Works; and
 - (h) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.
12. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
13. The Works will always remain the property of the Owner
14. In the event that the Owner desires to remove the Works, the provisions of Clauses 8-11 will apply.

Special By-Law No. 3

Lot 25 Air-Conditioning Works

Definitions

1. In these Conditions of Approval, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act, 2015*.
 - (b) **Air-Conditioning System** means:
 - the Owner's Mitsubishi Electric 2.5kW/3.5kW reverse cycle split system air-conditioning unit and;
 - the Owner's Mitsubishi Electric 3.5kW/3.7kW reverse cycle split system air-conditioning unit (or their equivalent) plus associated piping and ducting to reach the Lot, exclusively servicing Lot 25 and having external (condenser) units to be installed unobtrusively on the external brickwork of the Building in the location specified in the Plans.
 - (c) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
 - (d) **Building** means the building situated at 14 St Marks Road, Randwick.
 - (e) **Council** means Randwick City Council.
 - (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
 - (g) **Lot** means lot 25 in strata scheme 3998.
 - (h) **Owner** means the owner or owners of the Lot.
 - (i) **Owners Corporation** means The Owners – Strata Plan No. 3998.
 - (j) **Plans** means the sketch plans, M-01 and M-02, and the marked up photograph depicting the location of the proposed Works which are attached to the minutes of the meeting at which this motion is considered.
 - (k) **Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of an Air-Conditioning System together with the restoration of lot and common property (including the Lot) damaged by the works together with:
 - (C) ancillary works to facilitate the works referred to above; and
 - (D) restoration of lot and common property (including the Lot) damaged by the works referred to above,and to be conducted strictly in accordance with the Plans and these Conditions of Approval.
2. In these Conditions of Approval, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;
 - (c) any terms will have the same meaning as those defined in the Act;
 - (d) references to legislation include references to amending and replacing legislation;
 - (e) references to the Owner include any of the Owner's executors, administrators, successors, permitted assigns or transferees;

- (f) references to any Works include, where relevant, the condenser, coils, pipes, enclosures, conduits, wires, flanges, valves, ductwork, caps, insulation and other ancillary equipment, fittings and attachments whatsoever and any obligation applies to all such ancillary equipment.

Conditions

3. Before the Works commence, the Owner must:
 - (a) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation; and
 - (c) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).

4. To be compliant, the Works (if approved) must:
 - (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and applicable Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant);
 - (e) comprise materials that are new and suitable for the purpose for which they are used;
 - (f) have condenser units that:
 - (i) are mounted on resilient vibration absorption pads selected to minimise vibration transmission to building structure;
 - (ii) are installed with any necessary equipment to achieve design compliance with noise specifications of the NSW State Environmental Planning Policy (Section 2.6.f1), including but not limited to: acoustic enclosures, baffles for compressors, a sun shield or louvre;
 - (iii) are installed with such brackets as are reasonable and necessary to stabilise a ladder, for the safe future maintenance of the Air-Conditioning System, and so as to reduce the risk of ladder slippage;
 - (iv) have condensate drainage and drip trays or other appropriate devices installed to prevent water and condensation from the Air-Conditioning System damaging the Building (including the Lot);
 - (v) are installed unobtrusively in the location specified in clause 1(b) above, and depicted in attached drawings M-01 and M-02;
 - (vi) have all pipe work from the condenser units to the fan coil units (internal) within trunking in a colour matching the exterior walls of the Building or as otherwise reasonably directed by the Owners Corporation to blend or match the building facade;
 - (vii) have all holes and/or penetrations made in order to facilitate the Works adequately sealed and waterproofed; and
 - (viii) in use comply with the noise policy specified by the NSW Environment Protection Authority or other relevant Authority from time to time.

5. While the Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure that the Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;

- (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (d) ensure that the Works are carried out expeditiously and with a minimum of disruption;
 - (e) ensure that any electricity or other services required to operate the Air-Conditioning System are installed so that they are connected to the Lot 25 electricity or appropriate supply;
 - (f) only carry out the Works at times reasonably approved by the Owners Corporation;
 - (g) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (h) transport all construction materials, equipment and debris in the manner described in these Conditions of Approval and as otherwise reasonably directed by the Owners Corporation;
 - (i) protect all affected areas of the Building outside the Lot from damage relating to the Works;
 - (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 and if this occurs the Owner must make good that interference or damage within a reasonable period of time;
 - (k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (l) not vary or increase the scope of Works approved without first obtaining the consent in writing from the Owners Corporation.
6. After the Works have been completed, the Owner must:
- (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 the Owners Corporation has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this approval or any consents provided under this approval from time to time;
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.
7. The Owners Corporation's right to access the Lot arising under these Conditions of Approval expires as soon as it is reasonably satisfied that the provisions of Clause 6 above have been complied with.
8. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Works expressly approved pursuant to this approval);
 - (b) must properly maintain and upkeep the Works;
 - (c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
 - (d) must maintain and upkeep those parts of the common property in immediate contact with the Works;
 - (e) must use reasonable endeavours to cause as little disruption as possible when using the Air-Conditioning System;
 - (f) must ensure that the Air-Conditioning System does not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;

- (g) must ensure that the Air-Conditioning System does not cause water escape or water penetration to lot or common property;
 - (h) must comply with all directions, orders and requirements of any Authority relating to the Works and their use;
 - (i) remains liable for any damage to lot or common property (including the Lot) arising out of the Works, this includes making good the removal of the redundant components of the exiting installation;
 - (j) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.
9. If the Owner fails to comply with any obligation under this approval, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under these Conditions of Approval, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
10. The Works will always remain the property of the Owner Lot 25.
11. In the event that the Owner desires to remove the Works, the provisions of Clauses 5-6 will apply.

Special By-Law No. 4

Lot 1 Renovation Works

Part 1

- 1. This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*.
- 2. The purpose of the by-law is to confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.
- 3. The rights conferred by the Special By-Law shall enure for the benefit of the Owner.

Operation of by-law

- 1. The Owner under this by-law is the owner or owners of Lot 1.
- 2. In the event of an inconsistency between this by-law and any other by-law applicable to Strata Scheme 3998, the terms of this by-law shall prevail to the extent of that inconsistency.
- 3. The Owner has the special privilege to perform the Works and keep the Works on the common property pursuant to the terms set out in this by-law.

Part 2

Definitions

1. In this by-law, unless the context otherwise requires:
 - a) **Act** means the *Strata Schemes Management Act, 2015*.
 - b) **Authority** means any government, statutory, public or other authority having jurisdiction over the Lot or the Building including the Council.
 - c) **Building** means the building situated at 14-20 St Marks Road, Randwick.
 - d) **Council** means Randwick City Council.
 - e) **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000; and
 - ii. workers compensation insurance; and
 - iii. insurance required under the *Home Building Act, 1989* (if any).
 - f) **Lot** means Lot 1 in strata scheme 3998.
 - g) **Owner** means the owner or owners of the Lot.
 - h) **Owners Corporation** means The Owners — Strata Plan No. 3998.
 - i) **Plans** means the plans, documents, drawings and images for the Works (if applicable).
 - j) **Works** means the renovation work to be carried out to the Lot for and in connection with:
 - i. the removal of bathroom fixtures and fittings;
 - ii. removal of all bathroom floor and wall tiles;
 - iii. installation of new waterproof membrane in the bathroom;
 - iv. installation of replacement bathroom floor and wall; and
 - v. reinstalling new bathroom fixtures and fittings in the same location as currently situated;as set out in the Plans (where relevant) together with:
 - (A) ancillary works to facilitate the Works; and
 - (B) restoration common property (including the Lot) if damaged by the Works;and to be conducted in accordance with the Plans and the provisions of this by-law.

2. In this by-law, unless the context otherwise requires:
 - a) the singular includes the plural and vice versa;
 - b) any gender includes the other gender;
 - 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;
 - e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
 - f) references to any Works under this by-law include ancillary equipment and fittings and any obligation under this by-law applies to all such ancillary equipment and fittings.

Part 3

Conditions

3. Before the Works commence, the Owner must:
 - a. obtain all necessary approvals from any Authority and provide a copy (of said approval) to the Owners Corporation (where relevant);
 - b. provide a copy of the Plans to the Owners Corporation (where relevant);

- b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any reasonable request from the Owners Corporation;
 - c) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation); and
 - d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).
4. To be compliant under this by-law, the Works (if approved) must:
 - a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - b) be manufactured and designed to specifications for domestic use;
 - c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - d) comply with the *Home Building Act*, 1989 (where relevant); and
 - e) comprise materials that are suitable for the purpose for which they are used.
5. While the Works are in progress the Owner of the Lot must:
 - a) use duly licensed employees, contractors or agents to conduct the Works;
 - b) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - c) ensure that the Works are carried out expeditiously and with a minimum of disruption;
 - d) only carry out the Works at times reasonably approved by the Owners Corporation;
 - e) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - f) transport all construction materials, equipment and debris in the manner described in this by-law and as reasonably directed by the Owners Corporation;
 - g) protect all affected areas of the Building outside the Lot from damage relating to the Works;
 - h) 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 occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any reasonable request from the Owners Corporation; and
 - j) not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.
6. After the Works have been completed, the Owner must:
 - a) notify the Owners Corporation that the Works have been completed;
 - b) notify the Owners Corporation of damage, if any, to common property caused by the Works and not permitted by this by-law has been rectified;
 - c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any reasonable request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law; and
 - d) provide the Owners Corporation with a copy of any certificate or certification if required by an Authority to approve the Works.
7. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied the provisions of Clauses 5 and 6 above have been complied with.

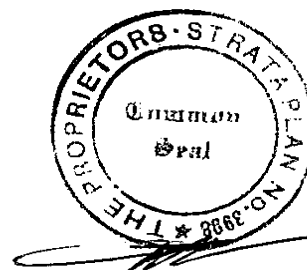
8. The Owner:
 - a) must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
 - b) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
 - c) must maintain and upkeep those parts of the common property in immediate contact with the Works;
 - d) must ensure that the Works (where applicable) do not cause water escape or water penetration to any other lot or common property;
 - e) remains liable for any damage to lot or common property (including the Lot) arising out of the Works;
 - f) must comply with all directions, orders and requirements of any Authority and the reasonable directions of the Owners Corporation relating to the Works; and
 - g) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.
9. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - a) carry out work necessary to perform that obligation;
 - b) enter upon any part of the Lot to carry out that work; and
 - c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
10. The Works will always remain the property of the Owner
11. In the event the Owner desires to remove the Works, the provisions of Clauses 5-8 will apply.

The seal of The Owners – Strata Plan No. 3998 was affixed on 6 May 2019 In the presence of the following person(s) authorised by Section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature(s): [Handwritten Signature]

Name(s): S MELNESS

Authority: As Strata Agent



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 3998 was affixed on ^ 6 May 2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

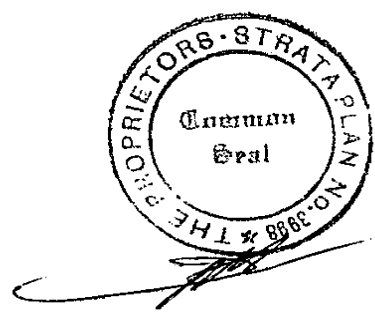
Signature: [Signature] Name: SLOH McINNES Authority: As Strata Agent

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 it 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.



PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

InfoTrack Pty Ltd
DX 578
SYDNEY NSW

Description of land: **LOT 21 SP 3998**

Address: **21/14-20 St Marks Road, RANDWICK NSW 2031**

Date of Certificate: 14 September 2023

Certificate No: 67142

Receipt No: 5300827

Amount: \$167.00

Reference: 23/0447:79272

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 development control plans

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

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.

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).
- **Randwick LEP 2012 (Amendment No 9) – Gazetted 18 August 2023**
Amends and applies key changes including revisions to Minimum Lot Size for Subdivision, new and expanded Heritage Conservation Areas (HCAs) and Heritage Items, new medium density housing areas, numerous Zone alignments along with LEP changes comprising Open Space and Recreation Environmental Resilience and Housekeeping changes:
 - New planning controls (zoning, height of building and FSR) in five identified Housing Investigation Areas (HIAs) 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
 - New Heritage Items, a new HCA, a new archaeological site, and a boundary adjustment to an HCA
 - Controls to promote environmental resilience
 - Strengthening of open space requirements and creation of new open space zones
 - Changes to zone objectives and new exempt development provisions to support a diverse, safe and inclusive night time economy
 - New planning controls including changes to zoning and density of 5 neighbourhood clusters zoned residential to protect existing shops and businesses
 - A new E1 employment zone inside the Kingsford South HIA
 - 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.
- **Randwick LEP 2012 (Amendment No 10) – Gazetted 28 April 2023**
Applies to 11A Marcel Avenue Coogee (Lot 51 DP 318884) which has been listed as a Local Heritage Item in Schedule 5 of the Randwick LEP 2012. Further, the boundary of the adjacent Moira Crescent Heritage Conservation Area is extended to incorporate the property at 11A Marcel Avenue Coogee.

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 14th of June 2013**
Provides detailed planning controls and guidance for development applications
- **Randwick DCP Stage 1 update adopted by Council on the 27 June 2023 and came into effect on 1st September 2023**
Replaces DCP 2013 Parts B2 Heritage, C1 Low Density Residential and E2 Randwick Education and Health Specialised Centre with updated Parts and introduces new Part E7 Housing Investigation Areas

(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 1st October 2023**

(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,

The land IS NOT subject to any additional permitted uses.

(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 NOT 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.

Housing Code

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

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the land.



Rural Housing Code

Complying development under the Rural Housing Code **MAY** be carried out on the land.

Housing Alterations Code

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

General Development Code

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

Commercial and Industrial Alteration Code

Complying development under the Commercial and Industrial Alteration Code **MAY** be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

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

Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code **MAY** be carried out on the land.

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

Complying development under the Fire Safety Code **MAY** be carried out on the land.

A copy of the Codes SEPP is available at 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.



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

Note: Under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, demolition of a heritage item, draft heritage item, in a heritage conservation area, or a draft conservation area is not permitted.

Note: In heritage conservation areas and draft heritage conservation areas, some exempt development types may be restricted to the rear yard only.

6 Affected building notices and building product rectification orders

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

No.

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

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



INFORMATION PROVIDED UNDER SECTION 10.7(5)

NOTE:

Council has no obligation to provide any advice in this planning certificate in response to a request made under s.10.7 (5) of the Act.

If Council does include advice in this planning certificate in response to a s.10.7 (5) request then, as far as practicable on the information available to Council, the advice shall be current as at 12:noon two(2) working days prior to the date of issue of this planning certificate.

Council draws your attention to the fact that if there is an omission or absence of reference in any advice given in this planning certificate, that is or may be relevant to the subject land, that shall not imply that the land is not affected by any matter not mentioned or referred to in this planning certificate.

Council draws your attention to s.10.7(6) of the Act which provides that Council shall not incur any liability in respect of any advice provided in good faith pursuant to s.10.7(5) of the Act.

Additional Relevant Matters

At the date of this certificate, the following relevant matters affecting the land are provided in good faith in accordance with the requirements of Section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Council resolutions to prepare draft Local Environmental Plans

Name of proposed environmental planning instrument that includes a planning proposal for LEP or a draft environmental planning instrument.

- Council has prepared a Planning Proposal to include 109A Mount Street, Coogee – also known as 1 Berwick Street, Coogee – (Lot A DP 313214) and 3 Berwick Street, Coogee (Lot B DP 313214) within Schedule 5 – Part 1 – Heritage Items of Randwick LEP 2012.

Note: This section applies to Draft Local Environmental Plans that have yet to be placed on Community Consultation under the Environmental Planning and Assessment Act, 1979.

Terrestrial Biodiversity

The land IS NOT identified and mapped as `Biodiversity' in Randwick LEP 2012.

Foreshore Scenic Protection Areas

The land IS NOT identified and mapped within a Foreshore Scenic Protection Area in Randwick LEP 2012.

Licences Under The Water Act 1912

The Property IS NOT within the ground water extraction embargo area or the water shortage zone declared under the Water Act 1912.

Flood Studies

Council **IS** in possession of a flood study that covers the catchment in which this property is located. The flood study is available for inspection at the Council if required.

For more information please see:



www.randwick.nsw.gov.au/149-Flooding



Residential Parking Schemes

No resident parking permits will be issued for new development or for significant alterations and additions to residential flat buildings that have been determined under Randwick Local Environmental Plan 2012 and Randwick Development Control Plan 2013.

Stella Agagiotis
Manager Strategic Planning
1300 722 542

Date: 14-Sep-2023

Sewer Service Diagram

Application Number: 8002795675

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Randwick*

No. *482161*

- ☐ Boundary Trap
- Pit
- ▣ G.I. Grease Interceptor
- ⊠ Gully
- ⊞ P.T. P. Trap
- ⊞ R.S. Reflux Sink

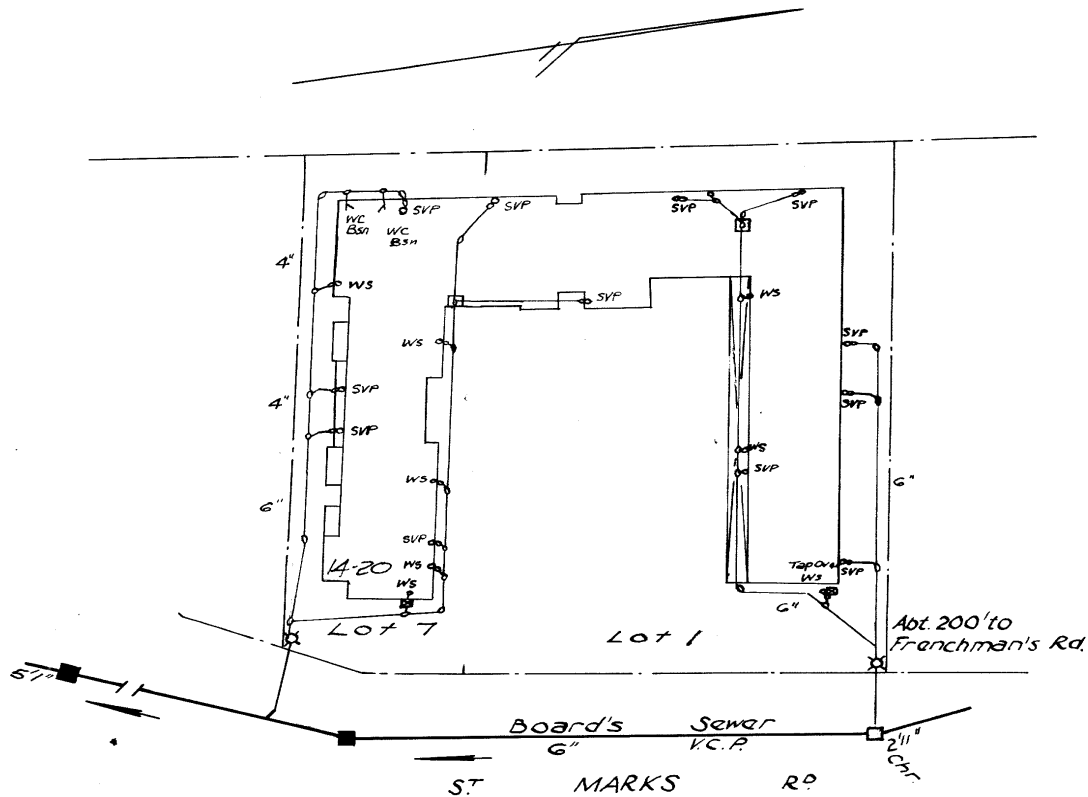
SYMBOLS AND ABBREVIATIONS

- R.V. Reflux Valve
- Cleaning Eye
- Vert. Vertical Pipe
- V.P. Vent. Pipe
- S.V.P. Soil Vent. Pipe
- D.C.C. Down Cast Cowl
- I.P. Induct Pipe
- M.F. Mica Flap
- T. Tubs
- K.S. Kitchen Sink
- W.C. Water Closet
- B.W. Bath Waste
- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor 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



RATE No. _____ W.C.s. _____ U.C.s. _____ 19. _____

SHEET No. *12414*

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING			
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date	
Bth.	Examined by	Inspector	Date	Inspector	Date	
Shr.			Outfall			HL
Bsn.			Drainer			LL
K.S.	Chief Inspector	Date	Plumber	Date	Date	
T.			Plumber			
Plg.	Tracing Checked	Date	Boundary Trap is/ required	Date	Date	
Dge. Int.			Boundary Trap is/ required			
Dge. Ext.						

10.9.69

Document generated at 14-09-2023 01:01:02 PM

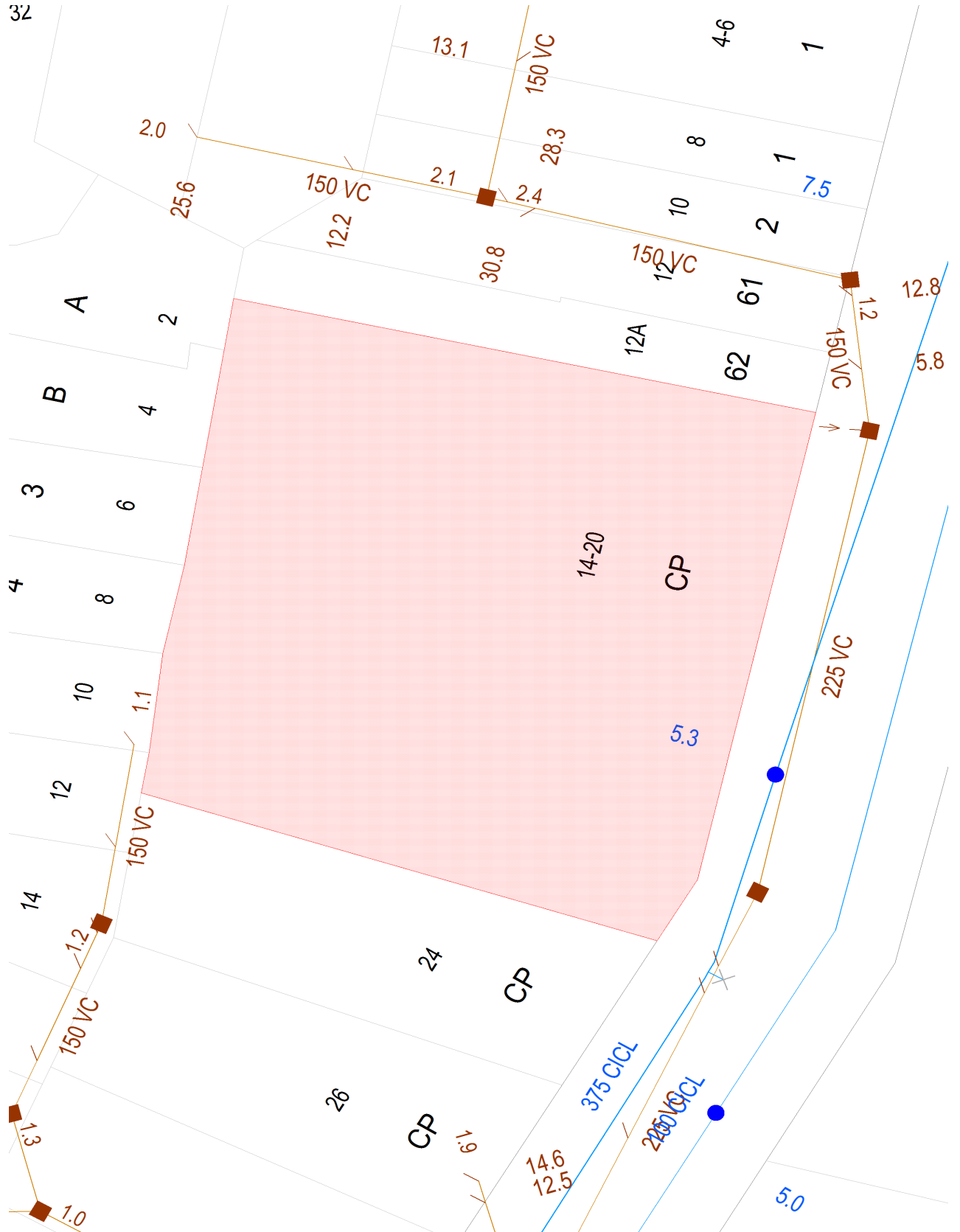
Disclaimer

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**.

Service Location Print

Application Number: 8002795682

32



Document generated at 14-09-2023 01:01:12 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

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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



Standard Form Agreement

Standard form residential tenancy agreement

Schedule 1

Important information

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

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

This agreement is made on

15 June 2023 at **Randwick NSW, Australia**

between **James Bartle** and **Michael Delpin**

Landlord

Michael Delpin

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

Tenants

James Bartle

p: +61 498 971 754

e: jlbartle86@gmail.com

Landlord's Agent Details

Oxford Agency

40 Flinders Street, Darlinghurst NSW 2010

p: +61 293 312 180, e: accounts@oxfordagency.com.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify)
- Periodic (No End Date)

Starting on **the 12th of August 2023** and ending on **the 11th of February 2024**

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

Residential premises

21/14 Saint Marks Road, Randwick NSW 2031

The residential premises include:

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

Nil

Rent

The rent is **\$535.00 per week**, payable in advance starting on **the 12th of August 2023**
Rent will be increased to **\$600.00 per week** from **19 August 2023**.

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

The method(s) by which the rent must be paid:

a. by electronic funds transfer (EFT):

BSB Number	062220
Account Number	00129550
Account name	Oxford Real Estate Trust Account
Bank name	Commonwealth Bank
Payment reference	102003

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

Rental Bond

[Cross out if there is not going to be a bond]

Already Held

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

Occupants

No more than 1 person(s)

No more than 1 person(s) may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrician

Kris Dawson, All Trades Pty Ltd
p: 0410 297114

Plumber

Lane Endicott, LME Plumbing Pty Ltd
p: 0432 614 511

Locksmith

Ronnie Srour, CBD Locksmiths
p: 0417 468 227

Utilities

Is electricity supplied to the premises from an embedded network?

Yes No

Is gas supplied to the premises from an embedded network?

Yes No

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

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

Yes No

Smoke alarms

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

- Hardwired smoke alarm
 Battery operated smoke alarm

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

Yes No

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

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

Yes No

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

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

Yes No

Strata by-laws

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

Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

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

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

Landlord

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

Yes No

If yes, see clauses 50.

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

Email: accounts@oxfordagency.com.au

Tenant

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

Yes No

If yes, see clause 50.

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

Email: jlbartle86@gmail.com

Condition report

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

Tenancy laws

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

The Agreement

Right to occupy the premises

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

Copy of agreement

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

Rent

3 The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4 The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

Rent increases

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

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

- 6 The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7 The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

Rent reductions

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

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

- 9** The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

10 The landlord agrees to pay:

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

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

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

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

11 The tenant agrees to pay:

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

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

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the

residential premises, and

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

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

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

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

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

Possession of the premises

14 The landlord agrees:

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

Tenant's right to quiet enjoyment

15 The landlord agrees:

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

Use of the premises by tenant

16 The tenant agrees:

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

17 The tenant agrees:

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

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

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

Landlord's general obligations for residential premises

19. The landlord agrees:

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

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

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

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

- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
- (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.

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

Urgent repairs

20 The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

- (a) a burst water service,

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

Sale of the premises

21 The landlord agrees:

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

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

23 The landlord and the tenant agree:

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

Landlord's access to the premises

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

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

premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
- 25 The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26 The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27 The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Publishing photographs or visual recordings

- 28 **The landlord agrees:** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of Residential Tenancies Act 2010 for when a photograph or visual recording is published.

- 29 **The tenant agrees:** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

Fixtures, Alterations, additions or renovations to the premises

30 The tenant agrees:

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

Locks and security devices

32 The landlord agrees:

- 32.1 to provide and maintain locks or other security devices

necessary to keep the residential premises reasonably secure, and

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

33 The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

Transfer of tenancy or sub-letting by tenant

35 The landlord and the tenant agree that:

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

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


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

Change in details of landlord or landlord's agent

37 The landlord agrees:

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

Copy of certain by-laws to be provided

Initialled by James
Bartle
the 15th of June 2023 

[Cross out if not applicable]

- 38 ~~The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015:~~

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

Mitigation of loss

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

Rental bond

[Cross out this clause if no rental bond is payable]

41 The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

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

Smoke alarms

42 The landlord agrees to:

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

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

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

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

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

43 The tenant agrees

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


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

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

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

Swimming pools

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

Initialed by James
Bartle
the 15th of June 2023 

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

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

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

46.1 ~~the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

46.2 ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

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

Loose-fill asbestos insulation

47 The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Combustible cladding

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

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

Significant health or safety risks

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

Electronic service of notices and other documents

50 The landlord and the tenant agree:

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

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

Break fee for fixed term of not more than 3 years

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

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

Additional Terms

Initialled by James
Bartle
the 15th of June 2023



[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 2019 or any other Act, and
- c. they do not conflict with the standard terms of this agreement.

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

Additional term – pets

[Cross out this clause if not applicable]

Initialled by James
Bartle
the 15th of June 2023



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

54 The tenant agrees:

- 54.1 ~~to supervise and keep the animal within the premises, and~~
- 54.2 ~~to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~
- 54.3 ~~to ensure that the animal is registered and micro-chipped if required under law, and~~
- 54.4 ~~to comply with any council requirements.~~

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

56 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

Additional term - Rent increases during the fixed term

Initialled by James
Bartle
the 15th of June 2023



57 If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows

57.1 On 19 August 2023, rent is to be increased to **\$600.00 per week**.

58 If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: *[insert method of calculation]*

[For a Fixed Term of less than 2 years]

Note: The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

[For a Fixed Term of 2 years or more]

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months and may be increased whether or not the agreement specifies the increased rent or the method of calculating the increase.

Additional term - No set off

59 Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

Additional term - Smoking

60 The tenant must not smoke or allow others to smoke in the premises.

61 If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

62 If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of

professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

- 63** The landlord may list the tenant's personal information in a residential tenancy database if:
- 63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
 - 63.2 the tenant breached this agreement;
 - 63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
 - 63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

- 64** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:
- 64.1 it forms part of this agreement; and
 - 64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.
- 65** If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:
- 65.1 form part of this agreement; and
 - 65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

- 66** **the parties agree** that the condition report dated ____/____/____ and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

- 67** **The tenant must**
- 67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
 - 67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
 - 67.3 ensure that the premises are free of any pests and vermin; and
 - 67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

- 68** The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

Additional term - Repairs

- 69** **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 70** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

- 71** Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 72** If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
 - 72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.
- 73** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.
- 74** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
- 74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
 - 74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

Additional term - Dishonoured Payments

- 75** If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

Additional term - Gardens

- 76** The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

Additional term - care of swimming pool

- 77** ~~If there is a swimming pool located on the premises, the tenant must:-~~
- ~~77.1 keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~
 - ~~77.2 regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~
 - ~~77.3 regularly clean the pool filters and empty out the leaf baskets;~~
 - ~~77.4 maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~
 - ~~77.5 maintain the water level above the filter inlet at all times;~~
 - ~~77.6 promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~
 - ~~77.7 ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~
 - ~~77.8 not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~
 - ~~77.9 take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

- 78** Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 79** Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

- 80** The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

Additional term - Consent to publish photographs of residential premises

- 81** The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 82** The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

Additional term - Garage

- 83** The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

Additional term - Storage

- 84** The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

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

6. Warning

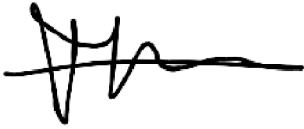
It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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

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

SIGNED BY THE LANDLORD

Landlord's agent
Thomas Maher
the 15th of June 2023



LANDLORD INFORMATION STATEMENT

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

Landlord's agent
Thomas Maher
the 15th of June 2023



SIGNED BY THE TENANT

Tenant #1
James Bartle
the 15th of June 2023



TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant #1
James Bartle
the 15th of June 2023



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

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Oxford Agency. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by James Bartle

Audit Trail

15 June 2023 11:35 AM	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), have been sent to James Bartle (jlbartle86@gmail.com)	123.51.18.84
15 June 2023 11:53 AM	Residential Tenancy agreement is sent to James Bartle	49.180.114.209
15 June 2023 11:53 AM	Viewed by James Bartle	49.180.114.209
15 June 2023 12:21 PM	Viewed by James Bartle	49.180.114.209
15 June 2023 12:21 PM	Viewed by James Bartle	49.180.114.209
15 June 2023 03:10 PM	Viewed by James Bartle	49.3.78.106
15 June 2023 03:11 PM	James Bartle Initialled the by-laws clause	49.3.78.106
15 June 2023 03:11 PM	James Bartle Initialled the swimming pool clause	49.3.78.106
15 June 2023 03:12 PM	James Bartle Initialled the additional terms	49.3.78.106
15 June 2023 03:12 PM	James Bartle Initialled the pets clause	49.3.78.106
15 June 2023 03:12 PM	James Bartle initialled the Rent Increase	49.3.78.106
15 June 2023 03:12 PM	James Bartle Initialled the bottom of each page	49.3.78.106
15 June 2023 03:12 PM	Tenant James Bartle has confirmed their identity	49.3.78.106
15 June 2023 03:12 PM	Signed by James Bartle	49.3.78.106
15 June 2023 03:12 PM	James Bartle has sent the agreement back to the agent	49.3.78.106
15 June 2023 03:12 PM	All signatures received, Contract is sent back to the agent	
15 June 2023 03:36 PM	Signed by agent Thomas Maher	123.51.18.84
15 June 2023 03:36 PM	Residential Tenancy agreement has been sent to: jlbartle86@gmail.com, thomas@oxfordagency.com.au	