

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 E: matt@oxfordagency.com.au Ref: Matt Marano
co-agent		
vendor	David Richard Connelly	
vendor's solicitor	Sydney Legal Advisers Level 6, 10 Park Road, HURSTVILLE NSW 2220 PO Box 503, HURSTVILLE NSW 1481	Phone: 0407 067 781 Email: jnf@sydlegal.com.au Fax: Ref: JNF:DH:12860
date for completion land (address, plan details and title reference)	42nd day after the contract date 803/1 Poplar Street, Surry Hills, 2010 Registered Plan: Lot 8 Plan SP 57182 and Lot 95/SP57182 Folio Identifier 8/SP57182 and 95/SP57182	(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 checked="" type="checkbox"/> carspace <input checked="" 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 checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
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> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

Pexa _____

Manual transaction (clause 30)NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustableNO yes**GST:** Taxable supplyNO 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* NO yes (if yes, vendor must provide

(GST residential withholding payment)

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 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 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 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 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

Premium Strata

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.

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Additional clauses forming part of this contract for the sale and purchase

32 STANDARD FORM CONTRACT

32.1 Amendments to standard form contract

The following printed clauses are amended as follows:

32.1.1 **clause 12.1 – 12.2:** Delete.

32.1.2 **clause 23.6.1 :** replace the word 'vendor' with 'purchaser'.

32.2 Terms defined in printed form contract

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

33 NOTICE TO COMPLETE

33.1 Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

33.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

33.1.2 specify a time of day between 11am and 4pm as the time for completion.

33.2 Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

33.3 Preservation of rights

The party serving a notice to complete reserves the right to:

33.3.1 withdraw the notice; and

33.3.2 issue further notices to complete.

34 DELAY INTEREST

34.1 Payment of interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

34.1.1 at the rate of 8% per annum; and

34.1.2 on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending on completion.

34.2 Delay by vendor

Clause 34.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

34.3 Essential term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

35 REAL ESTATE AGENT

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

36 PRESENT CONDITION

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) and cannot take any *action* in respect of:

36.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;

36.1.2 any latent or patent defect in the property;

36.1.3 any environmental hazard or contamination;

- 36.1.4 the nature, location, availability or non-availability of the Services or defects in the Services and on-street parking permits;
- 36.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;
- 36.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 36.1.7 any rainwater downpipe being connected to the sewer;
- 36.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- 36.1.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.
- 36.1.10 purchaser must satisfy itself in respect of any non-compliance with the terms of any easement or covenant.

37 PURCHASER'S WARRANTIES

37.1 Purchaser's warranties

The purchaser represents and warrants that:

- 37.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 37.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 37.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

37.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 37.

38 INSOLVENCY ETC OF PURCHASER

38.1 If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

38.1.1 resolve to enter into liquidation or provisional liquidation;

38.1.2 have a summons presented for its winding-up;

38.1.3 enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or

38.1.4 have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may rescind or terminate this contract by serving a notice and the provisions of clause 9 will apply.

38.2 If the purchaser is an individual:

38.2.1 dies, or

38.2.2 becomes incapable because of unsoundness of mind to manage the purchaser's own affairs,

then the vendor can rescind the contract.

39 Release of deposit

The *depositholder* is authorised to release to the vendor the deposit without the need to provide any further notice or obtain any further consent and is further authorised to pay the deposit or any part thereof to such person as the vendor directs provided that:

- a) The vendor is not entitled to give any such direction until after the expiry of the cooling off period (if any);
- b) Until completion, the deposit is not the property of the vendor;
- c) The deposit or any part thereof must be used by the vendor only to assist the vendor in the purchase of residential real estate or payment of stamp duty in relation to the purchase of residential real estate and shall only be paid into the trust account of a licensed real estate agent, conveyancer, solicitor or to the Office of State Revenue (or its equivalent in any other state or territory in Australia) and shall not otherwise be released without the consent of the purchaser until completion;
- d) The vendor must not authorise the release of the deposit or part thereof to the vendor in the vendor's purchase of residential real estate or payment of stamp duty in relation to the purchase of residential real estate;
- e) If the stakeholder in the vendor's purchase contract repays the deposit or part thereof, the vendor must ensure such repayment is made to the *depositholder* in this Contract;
- f) The vendor must give a copy of this clause to the vendor in the vendor's purchase contract.

40 10% Deposit payable in instalments

- a) Despite any other provision of this Contract, if the parties agree that the deposit of 10% of the purchase price ("the Deposit") shall be paid by instalments, then the Deposit shall be paid in the following manner:
 - i. 5% of the purchase price upon exchange of Contract ("the Initial Deposit"); and
 - ii. 5% of the purchase price ("Balance of the Deposit") upon completion of the Contract or upon any event entitling the vendor to terminate the contract and/or keep or recover the deposit, whichever is the earlier event.
- b) Time is of the essence in relation to the payment of the Deposit, the Initial Deposit and the Balance of the Deposit.
- c) If the purchaser fails to pay the Balance of the Deposit pursuant to (a)(ii) above then, in addition to any other remedies that may be available to the vendor, the vendor shall be entitled to sue the purchaser for the Balance of the Deposit as a liquidated debt together with interest at the rate of 10% per annum from the date of the demand for such amount until the date of payment in full of the balance of the Deposit and interest to the vendor.
- d) This clause does not merge on completion.

41 Purchaser's finance arrangements

The purchaser expressly acknowledges and represents to the vendor that:

- a) Prior to the exchange of this Contract the purchaser has obtained approval for such financial assistance or loans as he may need to complete this Contract;
- b) Such financial assistance or loans are on reasonable terms and satisfactory to the purchaser; and
- c) The purchaser acknowledges that the vendor in entering into this Contract with the purchaser is relying upon this representation in order to enter into binding contractual and/or financial obligations (including but not limited to a contract for the purchase of real estate) after the exchange of this Contract and prior to its completion.

42 GST

- a) 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 the breach of this warranty. This right continues after completion.
- b) If the vendor becomes liable to pay Goods and Services Tax (GST) as a result of this Contract, then the purchaser shall immediately pay to the vendor on completion and in addition to the balance of purchase monies and all other monies due pursuant to the Contract, an additional amount which is equal to the amount of GST paid or payable by the vendor as a result of this Contract.
- c) Time is of the essence in relation to the payment by the purchaser of the GST.

43 FIRB approval

The purchaser acknowledges that, if the promise in clause 22.1 of the Standard Conditions is untrue in any respect, then the purchaser hereby indemnifies the vendor against any suit, claim, loss, damage, liability, cost or expense which the vendor may suffer as a result of the vendor having relied on the promise. This clause shall not merge on completion.

44 Requisitions on title

- a) Annexed hereto and marked with the letter "A" is a copy of Requisitions on Title ("the Requisitions").
- b) Notwithstanding the provision of Clause 5 of the Standard Conditions, the vendor shall not be required nor obliged to answer any other form of general requisitions on title other than those in the form of annexure "A".
- c) The purchaser agrees not to forward any other form of general requisitions on title nor make any further requisitions (unless such further requisitions arise from the answers given by the vendor to the Requisitions referred to herein or they are of a special nature that go to this title being sold).

45 Error in adjustments of outgoings

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion the vendor and the purchaser agree that, upon being so requested by the other party, the correct calculation will be made and paid to the party to whom it is payable. This clause shall not merge on completion.

46 Alterations and additions to the Contract

Each party hereto authorises its solicitor or conveyancer or any employee of its solicitor or conveyancer to make alterations to the Contract including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same had been annexed at the time of execution.

47 GUARANTEE

- 47.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 47.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 47.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 47.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
 - 47.4.1 payment of all money payable by the purchaser under this contract; and
 - 47.4.2 the performance of all of the purchaser's other obligations under this contract.

- 47.5 The guarantor:
- 47.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 47.5.2 must pay on demand any money due to the vendor under this indemnity.
- 47.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 47.6.1 the performance by the purchaser of its obligations under this contract; and
 - 47.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 47.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 47.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 47.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 47.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 47.9.2 the release or discharge of any person;
 - 47.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 47.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - 47.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 47.9.6 the winding up of the purchaser.
- 47.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 47.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 47.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness

Clause 48 Building certificate

- 48.1 The purchaser acknowledges that the vendor is not in possession of a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 (NSW) (“Building Certificate”) and the purchaser must not request the vendor to supply a survey or Building Certificate on or before completion.
- 48.2 Despite anything contained in this contract, the Conveyancing Act of NSW, in the Conveyancing Regulations of NSW, or rule of law or equity to the contrary, the vendor is not required to do any work (including but not limited to an upgrade or demolition order from any authority) or expend any money on or in relation to the property or to make any application or do anything towards obtaining a Building Certificate.
- 48.3 If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser’s expense. If the relevant local council refuses or fails to issue the Building Certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objections, requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for a Building Certificate.



FOLIO: 8/SP57182

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/5/2023	4:56 PM	5	22/4/2022

LAND

LOT 8 IN STRATA PLAN 57182
AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

DAVID RICHARD CONNELLY (T AS68986)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP57182
- 2 RESTRICTION ON USER (S.39 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973)
- 3 AS68987 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

12860

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FOLIO: 95/SP57182

SEARCH DATE	TIME	EDITION NO	DATE
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10/5/2023	2:15 PM	5	22/4/2022

LAND

LOT 95 IN STRATA PLAN 57182
AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

DAVID RICHARD CONNELLY (T AS68986)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP57182
- 2 SP57182 RESTRICTION(S) ON THE USE OF LAND
- 3 AS68987 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

12860

PRINTED ON 10/5/2023

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Received: 10/05/2023 14:15:38



FOLIO: CP/SP57182

SEARCH DATE	TIME	EDITION NO	DATE
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7/11/2023	4:23 PM	11	23/2/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 57182
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP57182

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 57182

ADDRESS FOR SERVICE OF DOCUMENTS:

C/ - PREMIUM STRATA PTY LTD
LEVEL 2, SUITE 3,
189 O'RIORDAN STREET
MASCOT 2020

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D883092 RIGHT OF WAY APPURTENANT TO THE PART SHOWN SO
BENEFITED IN THE TITLE DIAGRAM AFFECTING THE LAND
DESIGNATED (Y) IN DP109529
- 3 2244061 POSITIVE COVENANT
- 4 AN712064 INITIAL PERIOD EXPIRED
- 5 AR907832 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 57182

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 26	2	- 26	3	- 27	4	- 26
5	- 27	6	- 27	7	- 25	8	- 26
9	- 26	10	- 26	11	- 25	12	- 26
13	- 26	14	- 26	15	- 25	16	- 26
17	- 26	18	- 23	19	- 99	20	- 27
21	- 24	22	- 28	23	- 25	24	- 25
25	- 27	26	- 27	27	- 25	28	- 26
29	- 24	30	- 24	31	- 347	32	- 17
33	- 20	34	- 25	35	- 27	36	- 27
37	- 25	38	- 26	39	- 28	40	- 20

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP57182

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 57182

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
41	- 20	42	- 81	43	- 123	44	- 94
45	- 148	46	- 262	47	- 132	48	- 95
49	- 96	50	- 95	51	- 96	52	- 95
53	- 81	54	- 101	55	- 82	56	- 116
57	- 139	58	- 312	59	- 264	60	- 132
61	- 95	62	- 96	63	- 95	64	- 96
65	- 95	66	- 81	67	- 102	68	- 82
69	- 113	70	- 214	71	- 123	72	- 123
73	- 123	74	- 123	75	- 123	76	- 123
77	- 199	78	- 123	79	- 199	80	- 121
81	- 236	82	- 214	83	- 123	84	- 123
85	- 123	86	- 123	87	- 123	88	- 123
89	- 199	90	- 123	91	- 199	92	- 247
93	- 214	94	- 123	95	- 123	96	- 123
97	- 123	98	- 123	99	- 123	100	- 199
101	- 123	102	- 123	103	- 226		

NOTATIONS

UNREGISTERED DEALINGS: NIL

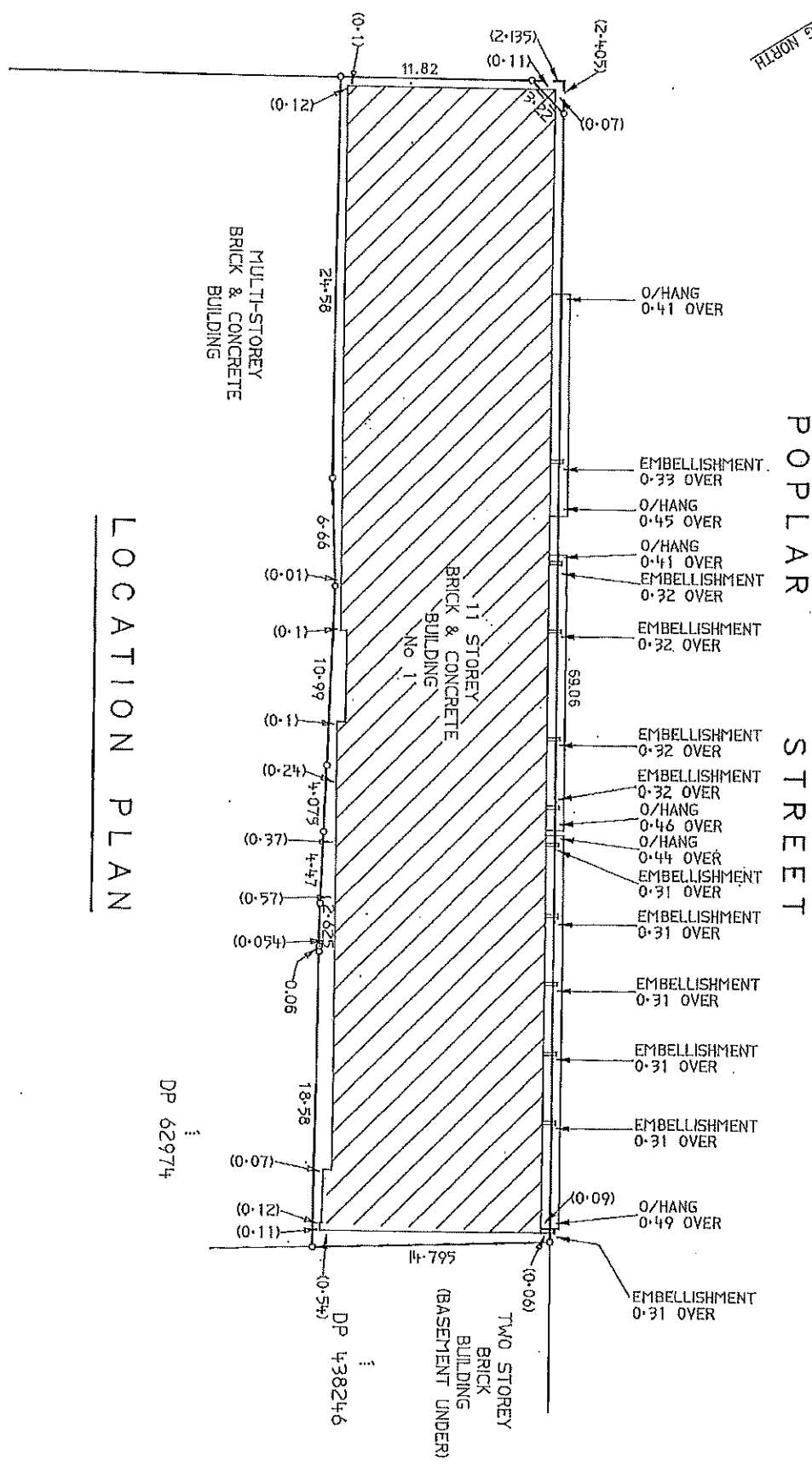
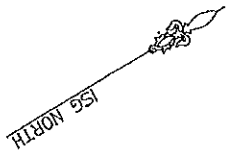
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Sheet No. 2 of 14 Sheets

BRISBANE STREET



LOCATION PLAN

POPLAR STREET

STRATA PLAN 57182

Reduction Ratio 1:250

Lengths are in metres

M. Perkins
 Surveyor Registered under Surveyors Act 1999
 SURVEYORS REFERENCE: 884/51322

S. Donnelly
 General Manager/Authorised Person
 PMS 18222/18/15 2/14



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 57182

SCHEDULE OF UNIT ENTITLEMENTS					
UNIT	ENTITLEMENT	UNIT	ENTITLEMENT	UNIT	ENTITLEMENT
1	26	36	27	71	123
2	26	37	25	72	123
3	27	38	26	73	123
4	26	39	28	74	123
5	27	40	20	75	123
6	27	41	20	76	123
7	25	42	81	77	199
8	26	43	123	78	123
9	26	44	94	79	199
10	26	45	148	80	121
11	25	46	262	81	236
12	26	47	132	82	214
13	26	48	95	83	123
14	26	49	96	84	123
15	25	50	95	85	123
16	26	51	96	86	123
17	26	52	95	87	123
18	23	53	81	88	123
19	99	54	101	89	199
20	27	55	82	90	123
21	24	56	116	91	199
22	28	57	139	92	247
23	25	58	312	93	214
24	25	59	264	94	123
25	27	60	132	95	123
26	27	61	95	96	123
27	25	62	96	97	123
28	26	63	95	98	123
29	24	64	96	99	123
30	24	65	95	100	199
31	347	66	81	101	123
32	17	67	102	102	123
33	20	68	82	103	226
34	25	69	113		
35	27	70	214	TOTAL	10000

Reduction Ratio 1:

Lengths are in metres



N. Parker
Registered Surveyor

G. Connolly
General Practitioner, Registered Person

SURVEYOR'S REFERENCE: 884/5/1922

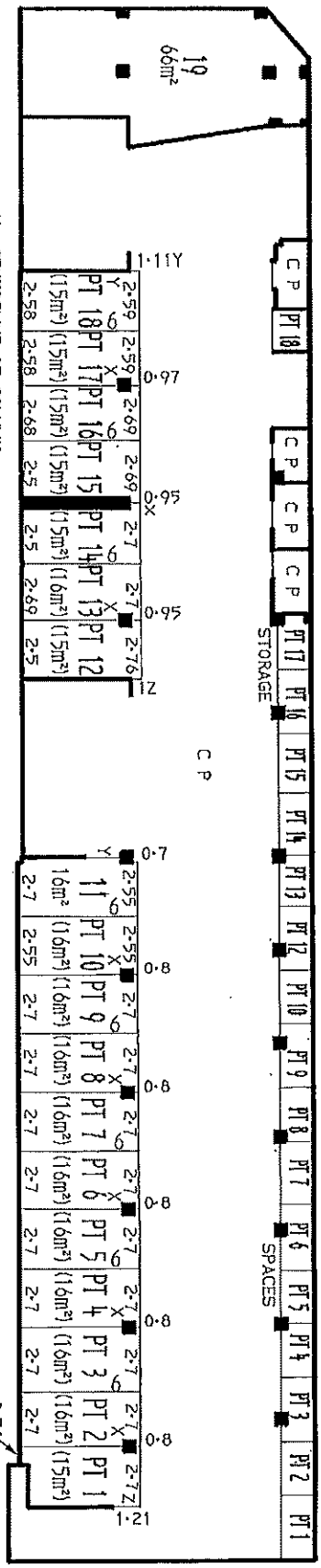
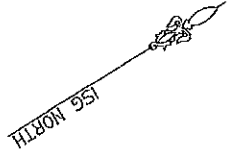
NRS 18/2021/1815 3/14

UNIT 2

WARNING: UNLOADING OR FOLDING WILL LEAD TO REDUCTION

STRATA PLAN 57182

BASEMENT LEVEL



SEE DIAGRAM B

SEE DIAGRAM A

X = CENTRELINE OF COLUMN
 Y = PROLONGATION OF EAST FACE OF WALL
 Z = PROLONGATION OF WEST FACE OF WALL
 CP = COMMON PROPERTY

UNIT	TOTAL AREA
1	1.8m²
2	1.9m²
3	1.9m²
4	1.9m²
5	2.0m²
6	2.0m²
7	2.0m²
8	2.0m²
9	2.0m²
10	2.0m²
11	1.6m²
12	1.9m²
13	2.0m²
14	2.0m²
15	2.0m²
16	2.0m²
17	2.0m²
18	1.8m²

POINT	AREA (m²)	POINT	AREA (m²)	POINT	AREA (m²)	POINT	AREA (m²)	POINT	AREA (m²)	POINT	AREA (m²)	POINT	AREA (m²)	POINT	AREA (m²)	POINT	AREA (m²)	POINT	AREA (m²)	POINT	AREA (m²)														
PT 12	2.61	PT 10	2.64	PT 9	2.64	PT 8	2.62	PT 7	2.73	PT 6	2.82	PT 5	2.78	PT 4	2.55	PT 3	2.45	PT 2	2.63	PT 1	2.6														
PT 18	0.75	PT 17	2.64	PT 16	2.64	PT 15	2.65	PT 14	2.64	PT 13	2.69	PT 12	2.59	PT 11	1.6	PT 10	2.55	PT 9	2.7	PT 8	2.7	PT 7	2.7	PT 6	2.7	PT 5	2.7	PT 4	2.7	PT 3	2.7	PT 2	2.7	PT 1	2.58

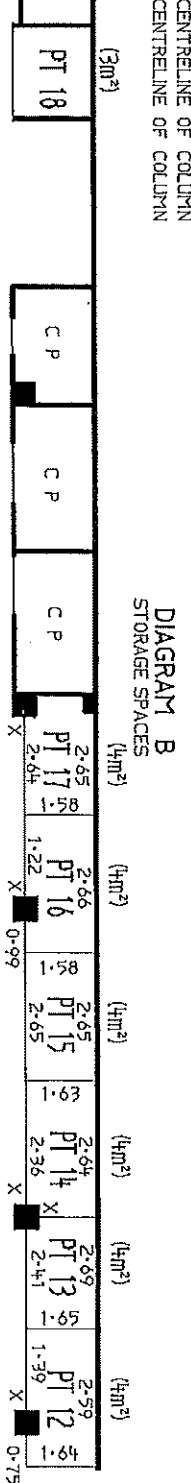


DIAGRAM A
STORAGE SPACES

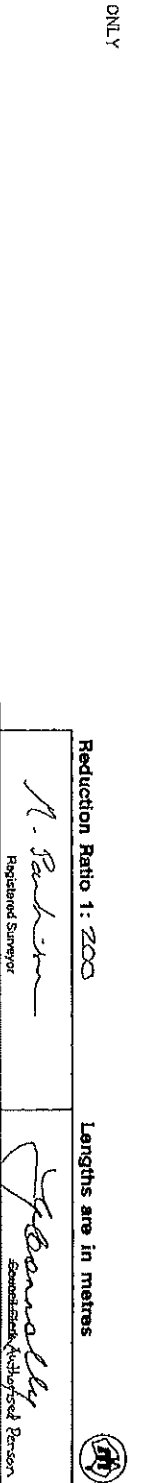


DIAGRAM B
STORAGE SPACES

NOTE:
ALL AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 200

Lengths are in metres

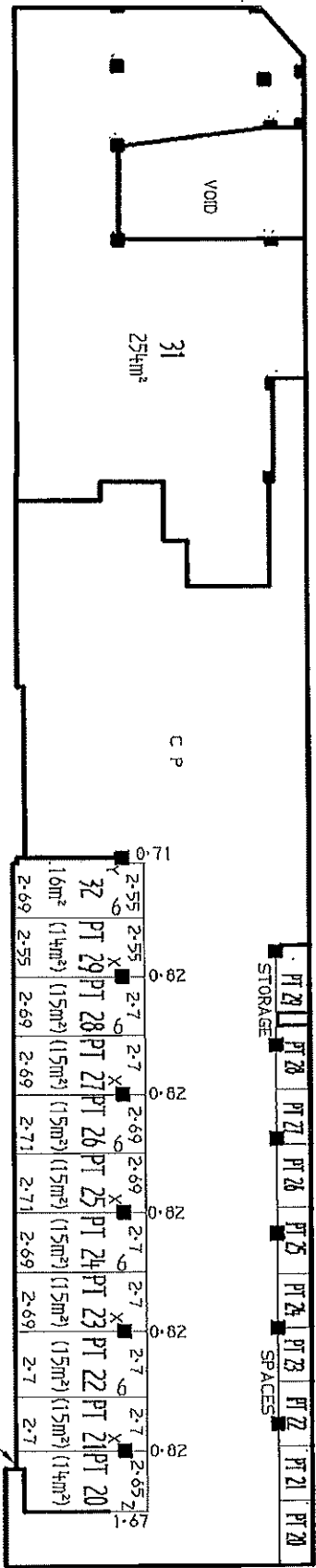
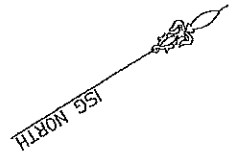
N. Rubin
Registered Surveyor

S. Donaldson
Sole Practitioner

SURVEYORS REFERENCE: 884/513222

NRS 18222/18/15 4/14

STRATA PLAN 57182



GROUND LEVEL

SEE DIAGRAM C

- X = CENTRELINE OF COLUMN
- Y = PROLONGATION OF EAST FACE OF WALL
- Z = PROLONGATION OF WEST FACE OF WALL
- V = PROLONGATION OF SOUTH FACE OF WALL
- CP = COMMON PROPERTY

UNIT	TOTAL AREA
20	1.7m ²
21	1.9m ²
22	1.9m ²
23	1.9m ²
24	1.8m ²
25	1.9m ²
26	1.9m ²
27	1.8m ²
28	1.9m ²
29	1.8m ²

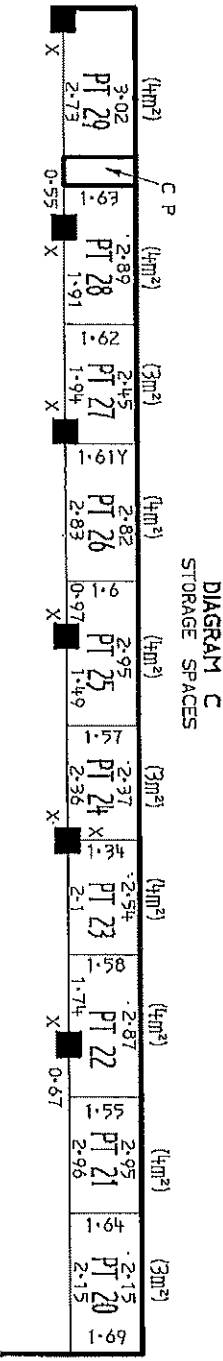


DIAGRAM C
STORAGE SPACES

NOTE:
ALL AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 200

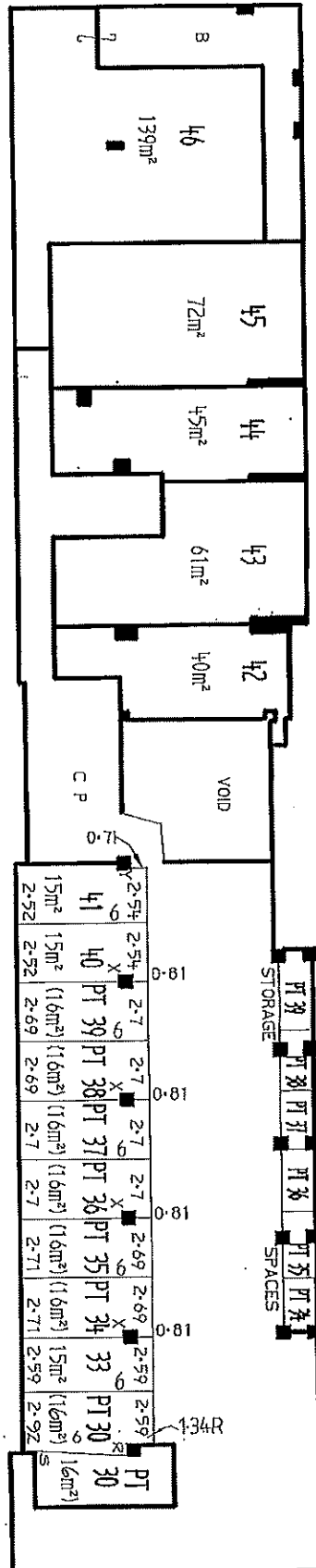
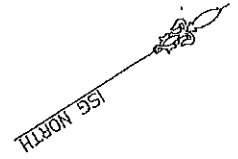
Lengths are in metres

N. Parkin
Registered Surveyor

S. Gannon
Qualified Appointed Person

SURVEYOR'S REFERENCE 884/51922

NRS18222/18/15 5/14



LEVEL ONE

SEE DIAGRAM D

- B = BALCONY
- X = CENTRELINE OF COLUMN
- Y = PROLONGATION OF EAST FACE OF WALL
- Z = PROLONGATION OF WEST FACE OF WALL
- R = TO CORNER OF COLUMN
- S = FROM CORNER OF WALL
- CP = COMMON PROPERTY

UNIT	TOTAL AREA
30	32m²
31	19m²
32	51m²
33	51m²
34	50m²
35	50m²
36	52m²
37	52m²
38	52m²
39	52m²

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY
 THE STRUTUM OF THE BALCONY IS
 LIMITED IN HEIGHT TO 2.3m OR
 THE UNDERSIDE OF THE COVERING
 ABOVE

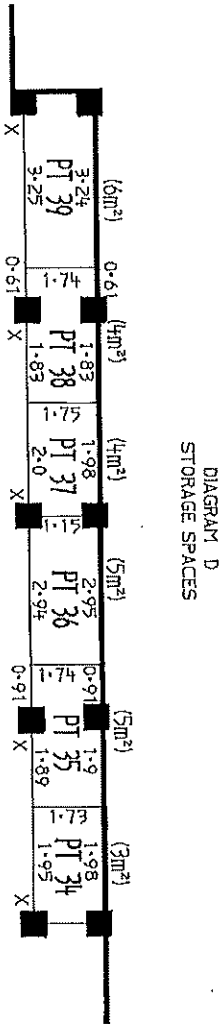


DIAGRAM D
 STORAGE SPACES

Reduction Ratio 1:200

Lengths are in metres

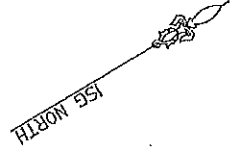
A. Pulina
 Registered Surveyor

Steenmolly
 Generalist Architect/Planner

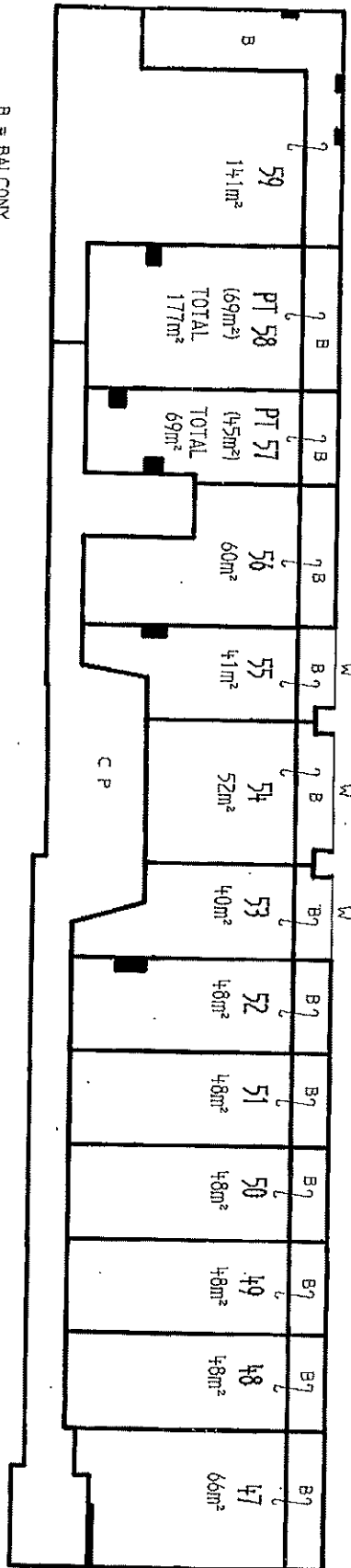
SURVEYORS REFERENCE: BG4/513222

MKS 18022/18/15 6/14

STRATA PLAN 57182



LEVEL TWO



B = BALCONY
 CP = COMMON PROPERTY
 W = EDGE OF CONCRETE

NOTE:

ALL AREAS ARE APPROXIMATE ONLY
 THE STRUTUM OF THE BALCONY IS
 LIMITED IN HEIGHT TO 2.7m OR
 THE UNDERSIDE OF THE COVERING
 ABOVE.

Reduction Ratio 1: 200

Lengths are in metres

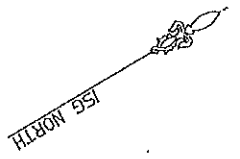


M. P. ...
 Surveyor Registered under Surveyors Act 1929
 SURVEYORS REFERENCE: 8304/51322
S. Bonney
 Registered Manager/Authorised Person
 NRS 18-12/18/15 7/14

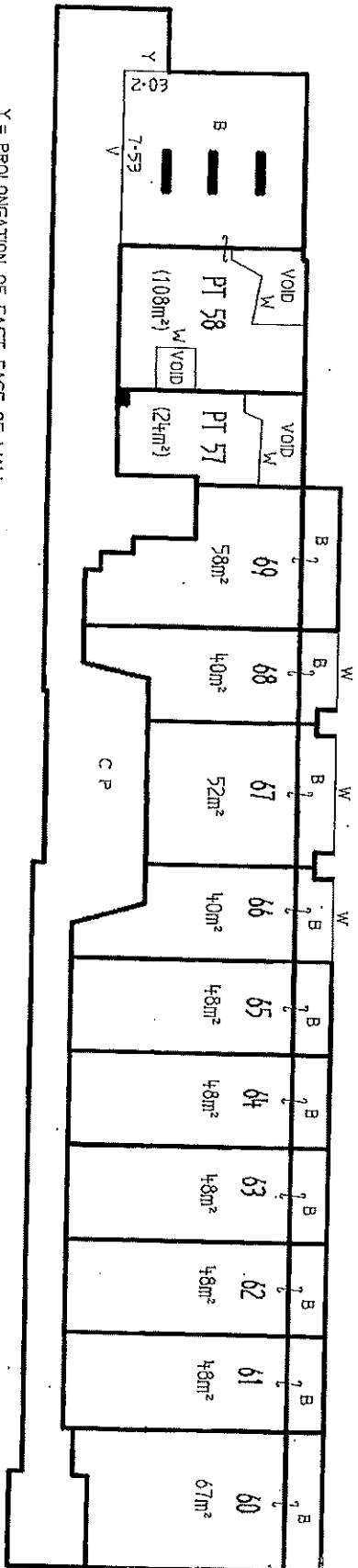
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Sheet No. 8 of 14 Sheets

STRATA PLAN 57182



LEVEL THREE



Y = PROLONGATION OF EAST FACE OF WALL
 V = PROLONGATION OF SOUTH FACE OF WALL
 B = BALCONY
 W = EDGE OF CONCRETE
 CP = COMMON PROPERTY

NOTE:
 ALL AREAS ARE APPROXIMATE. ONLY THE STRUT OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3m OR THE UNDERSIDE OF THE COVERING ABOVE.

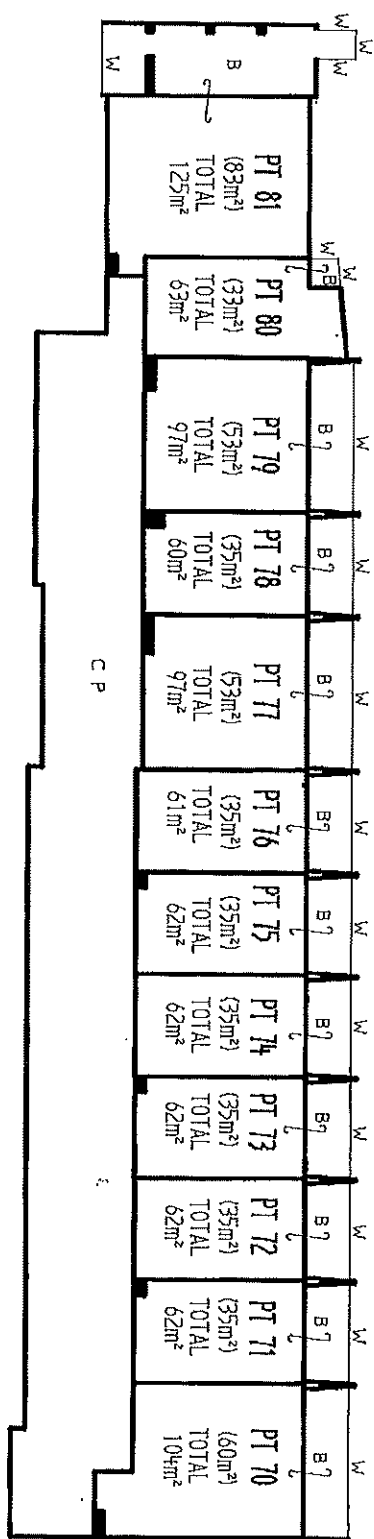
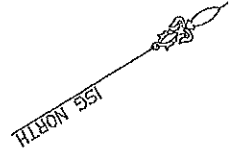
Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1928
N. Balvin
 SURVEYOR'S REFERENCE 884/51922
 NWS 14 200 18/15
 8/14

STRAITA PLAN 57182



LEVEL FOUR

B = BALCONY
 W = EDGE OF CONCRETE
 CP = COMMON PROPERTY

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY
 THE STRATUM OF THE BALCONY IS
 LIMITED IN HEIGHT TO 2.3m OR
 THE UNDERSIDE OF THE COVERING
 ABOVE

Reduction Ratio 1: 200

Lengths are in metres

M. B. ...
 Registered Surveyor

S. ...
 Registered Professional Person

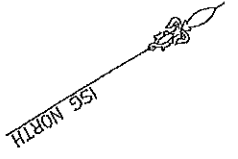
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NRS18222/18/15

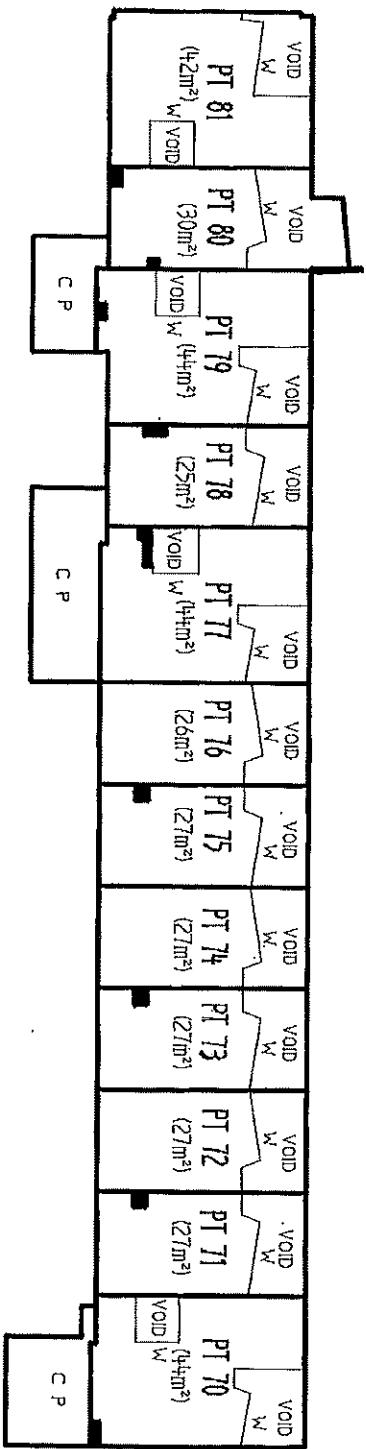
9/14



STRAITA PLAN 57182



LEVEL FIVE



W = EDGE OF CONCRETE
 CP = COMMON PROPERTY

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 200

Lengths are in metres



M. Robinson
 Registered Surveyor

Spencer
 Approved Person

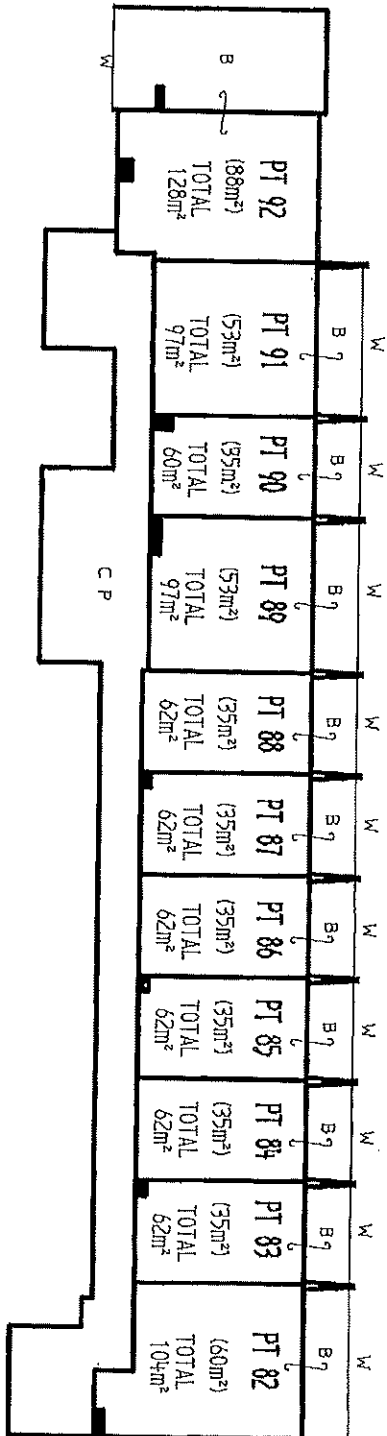
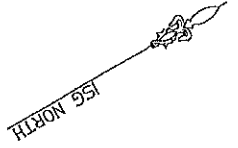
SURVEYOR'S REFERENCE 664/51322

NRS 16222/18/15 10/14

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Sheet No. 11 of 14 Sheets

STRATA PLAN 57182



LEVEL SIX

B = BALCONY
 W = EDGE OF CONCRETE
 CP = COMMON PROPERTY

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY
 THE STRUTUM OF THE BALCONY IS
 LIMITED IN HEIGHT TO 2.3m OR
 THE UNDERSIDE OF THE COVERING
 ABOVE

Reduction Ratio 1: 200

Lengths are in metres



N. Parkinson
 Registered Surveyor

S. Bonnelly
 Licensed Professional Person

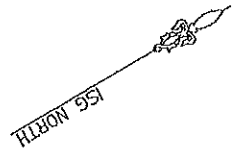
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NRS 18202/18/15 11/14

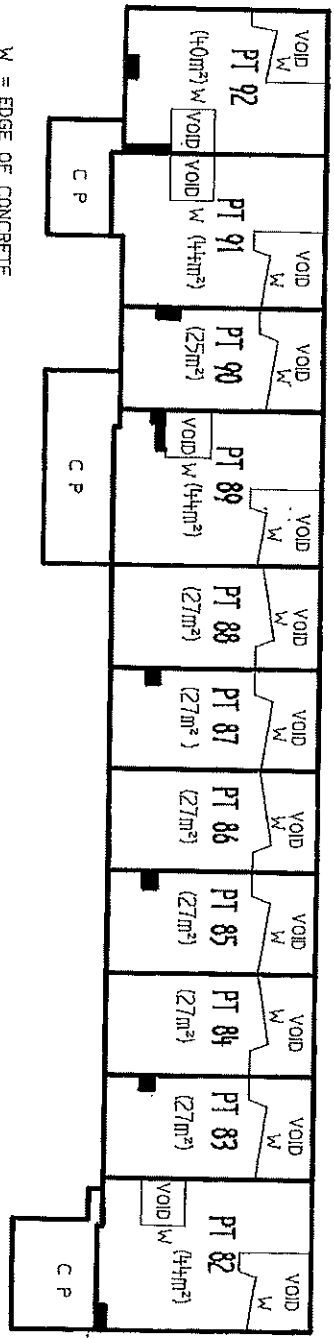
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Sheet No. 12 of 14 Sheets

STRATA PLAN 57182



LEVEL SEVEN



W = EDGE OF CONCRETE
 CP = COMMON PROPERTY

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 200

Lengths are in metres

N. Parker
 Registered Surveyor

S. Bonnelly
 Registered Architect

SURVEYORS REFERENCE: 884/51322

MRS 18222 / 13/15 12/14

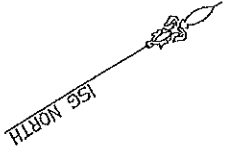


*OFFICE USE ONLY

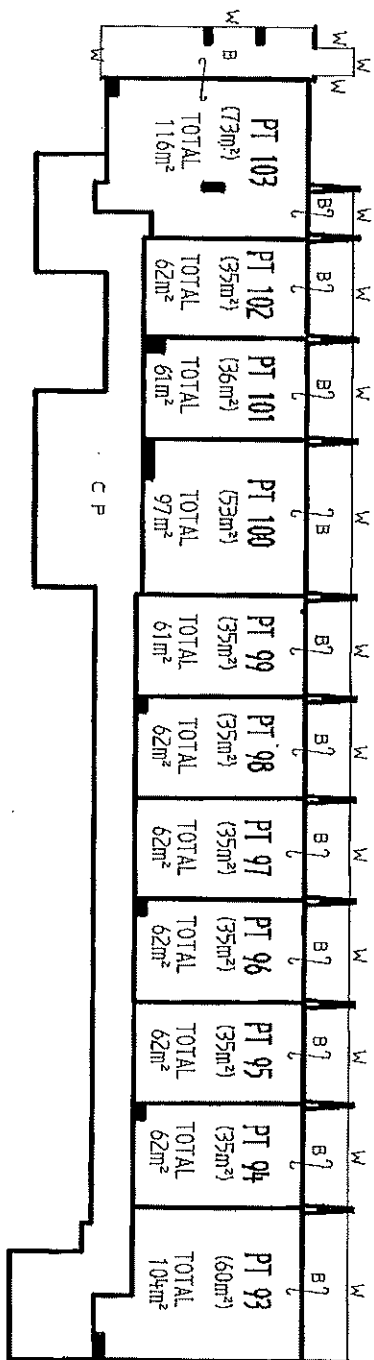
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Sheet No. 13 of 14 Sheets

STRATA PLAN 57182



LEVEL EIGHT



B = BALCONY
 W = EDGE OF CONCRETE
 CP = COMMON PROPERTY

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY
 THE STRATUM OF THE BALCONY IS
 LIMITED IN HEIGHT TO 2.3m OR
 THE UNDERSIDE OF THE COVERING
 ABOVE

Reduction Ratio 1: 200

Lengths are in metres

N. Ebdon
 Registered Surveyor

J. Bonaldi
 -Geomatics Australia Region

SERVERS REFERENCE 834/51322

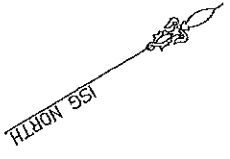
NLS 1822/18/15 13/14



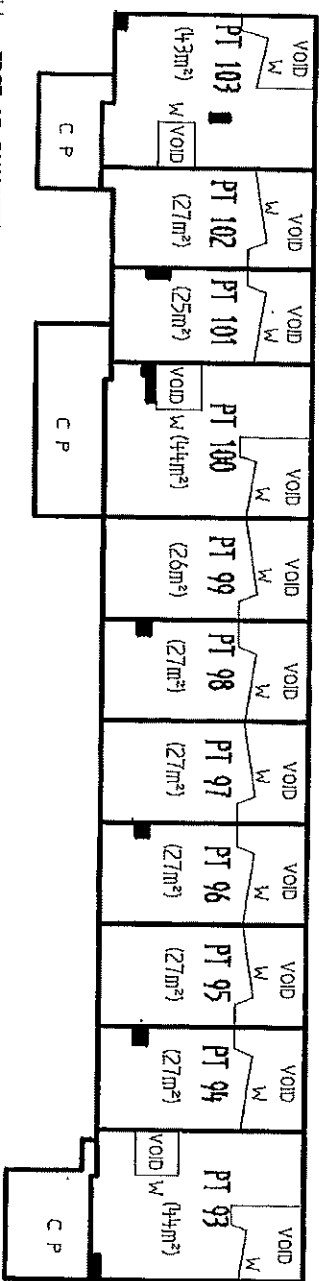
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 14 Sheets

STRATA PLAN 57182



LEVEL NINE



W = EDGE OF CONCRETE
 CP = COMMON PROPERTY

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 200

Lengths are in metres



N. Radwin
 Registered Surveyor

Spencer
 Registered Person

SURVEYOR'S REFERENCE 884/519222

NRS18202/18/15

14/14

**INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS INTENDED TO BE
CREATED PURSUANT TO SECTION 7(3) OF THE STRATA TITLES ACT, 1973
AND SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 1 of 1 Sheet)

PART 1

PLAN SP 57182

Plan of Subdivision of Lot 1
in DP ~~877571~~
covered by Council
Certificate No. 17/98
dated 21-5-98

Full name and address of
proprietors of the land:

Pan Asia International Group Pty Ltd
3 Richard Street
Greenwich 2065.

1. Identity of restriction firstly
referred to in abovementioned
plan:

Restriction on the Use of Land

Schedule of lots etc. affected.

Lots burdened
42 to 103 inclusive

Authority benefited
City of Sydney

PART 2

Terms of restriction firstly referred to in abovementioned plan

The residential apartments and any other form of residential accommodation within or forming part of the building which is constructed pursuant to Council's Notice of Determination of Development Application dated 21 July 1995, No. Z94-00693 and associated Building Approval shall be used and occupied for the sole purpose of residential accommodation and restricted to use as a "residential building" as defined in the Central Sydney Local Environment Plan 1996.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED
PLAN: CITY OF SYDNEY.

PAN ASIA INTERNATIONAL GROUP PLC.

Date:

The Common Seal of Pan Asia International Group Pty Ltd was hereunto affixed by the authority of the Board of Directors in the presence of:

[Signature]
.....
Director
Under Power of Attorney
.....
Secretary

Reg. Book 4118 No. 665

*Sign by James T.C. Kuo
who is personally known to me*

*WITNESS X [Signature]
JAMES S. PEWEE
23 MCRAE PLACE
MORRUMBA*

REGISTERED 1-6-1998

Westpac Banking Corporation

APBN 007 457 141

the Mortgagee under Mortgage
No. 2122-19. HEREBY

CONSENTS to the within

88 of the Statute

Dated this 22 day of May 1998

Westpac Banking Corporation

by its Attorneys

[Signature]
(Mortgagee)

Power of Attorney dated the

3 February, 1994

Registered No. 10 Book 407

BANK OFFICER

Westpac Banking Corporation

Account Officer

Responsible Officer

[Signature]



R.P. 13.

New South Wales.

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900).



Fees:-
 Lodgment ... 2/ 5/ 0
 Endorsement ... 10/ 0
 Certificate ... Plan 10/ 0
 1/ 3/ 0
 28/ 8/ 8

D883092

FILED 482

(Trusts must not be disclosed in the transfer.)

a If a less estate strike out "in fee simple" and insert the required alteration.



THIS SPACE TO BE LEFT FREE FROM NOTATION.

b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatories witnessed.

d If partly only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate for grant registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan must be signed by the L.C. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1941. Here also should be set forth any right-of-way or easement or exception.

f Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

g If the space provided is insufficient a form of annexure should be used.

h A very short note will suffice.

NOT TO BE ALTERED BY ANY PERSON UNLESS BY ORDER OF THE REGISTRAR.

THE MUNICIPAL COUNCIL OF SYDNEY (herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of Eight thousand and thirty pounds (£8,030.-) (the receipt whereof is hereby acknowledged) paid to it by THE SYDNEY COUNTY COUNCIL

do hereby transfer to the said transferee (herein called transferee) All such its Estate and Interest in ALL THE land mentioned in the schedule following:-

County.	Parish.	Reference to Title (c)			Description of Land (if part only) (d)
		Whole or Part.	Vol.	Fol.	
Cumberland.	Alexandria.	Part.	4648.	86.	And being the lands more particularly shown on the Plan hereunto annexed marked "A" and therein edged red.

And the transferee covenants with the transferor And the Transferor hereby grants to the Transferees full and free right until such time as Poplar Street shall have been widened and extended and Pellicoan Street shall have been widened in the manner or to the extent shown on the said plan hereunto annexed marked "A" for the Transferee its officers agents workmen servants and contractors with or without tools or materials and with or without horses carts motor lorries or other vehicles carrying transformers apparatus electrical appliances or equipment to go pass and repass at any time or times of the day or night for all purposes over and along the lands comprised in the said Certificate of Title shown on the said plan hereunto annexed marked "A" and therein edged blue PROVIDED THAT that Transferor shall not be bound to place or keep such last mentioned lands in repair and that the Transferee shall make good to the satisfaction of the City Engineer all damage which in the City Engineer's opinion shall be occasioned by the exercise of the rights hereby conferred on the Transferee. ENCUMBRANCES, &c., REFERRED TO.

Nil.

Linon plan filed in Plan Room.
 Copy filed as 8536(L)

Signed at Sydney
 THE COMMON SEAL OF THE MUNICIPAL COUNCIL OF SYDNEY was hereunto affixed by me ROY HENDY Town Clerk of the City of Sydney this 28th day of July 1948

Signed
 TOWN CLERK.

the 28th day of July 1948

Transferor

h Repeat attestation if necessary.

i If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

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

THE COMMON SEAL OF THE SYDNEY COUNTY COUNCIL was hereunto duly affixed in pursuance of a resolution of the Council passed on the Twenty sixth day of September One thousand nine hundred and forty four and in the presence of the Chairman and General Manager of the Council whose signatures appear opposite hereto:-

Chairman
 Transferee.
 GENERAL MANAGER

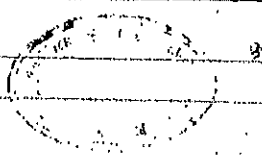
* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. Unless the instrument contains some special covenant by the transferor, the solicitor may sign in cases where it is established that the transferor's signature cannot be obtained without difficulty. The Solicitor must sign his own name and not that of his firm.

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

No. **D883092**

LODGED BY _____



CONSENT OF MORTGAGEE

Boyle's 1/32 1/4

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

This consent should not be used when the transfer is of the whole of the land affected by the mortgage.

Dated at _____ this _____ day of _____ 19____
Signed in my presence by _____
who is personally known to me.

Mortgagee

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

Signed at _____ the _____ day of _____ 19____
Signed in the presence of— _____

FORM OF DECLARATION BY ATTESTING WITNESS

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

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

MEMORANDUM OF TRANSFER of _____		DOCUMENTS LODGED HEREWITH		
To be filed in by person lodging dealing				
Nature	No.	Reg'd Propr., M'gor, etc.		
Plan				
Chs				
Consent				

Particulars entered in Register Book, Vol. 4648 Fol. 86

the 24 day of _____ 19____
at _____ minutes _____ o'clock in the _____
Registrar-General

SPACE FOR DEPARTMENTAL USE

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch...		
Received from Records...		18/3/48
Draft written		17/1/48
Draft examined		17/1/48
Diagram prepared		27/2/48
Diagram examined		27/2/48
Draft forwarded		27/2/48
Supt. of Engrs.		18/1/48
Cancellation Clerk		18/1/48
Vol. 6008		Fol. 84
Diagram Fees		
Additional Folios		

EXTRA FEES: 1/1/48
Diagram
EXTRA FOLIOS:

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

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

The fees are—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and 1/6 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

47-JR



REQUEST
 Real Property Act 1900



2244061 P

(A) STAMP DUTY
 If applicable.

Office of State Revenue use only

(B) TITLE
 Show no more than 20.

Lot 2 DP 109529 Auto Consol 8375-104	NOW BEING 2/109529
---	--------------------

(C) REGISTERED DEALING
 If applicable.

--

(D) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
678 H +W	Somerville & Co Pan Asia International Group P/L 3 Richard Street GREENWICH NSW 2065 Tel: 439 1588 REFERENCE (max 15 characters): P: RG MS 6392	ON PC

(E) APPLICANT

SYDNEY CITY COUNCIL

(F) REQUEST

The applicant requests the Registrar General to create a Positive Covenant pursuant to Section 88E of the Conveyancing Act, 1919, in the following terms:

"The REGISTERED PROPRIETOR hereby covenants with Sydney City Council ("Council") that the residential apartments constructed pursuant to Council's Notice of Determination of Development Application dated 21 July 1995 No. Z94-00693 as amended on 7 February 1996 and associated Building Approval No. B95-01252 shall be used only as "residential development" as defined in the "Residential Development Policy for the City Centre" adopted 12 August 1993 and amended 20 January 1994 and not for the purpose of a hotel, motel, serviced apartments, tourist accommodation or the like."

* Regn Approved
 by LEG 15

* Caveat 2055914 does not prevent regn

CHECKED BY (office use only)

016

(G)

STANDARD EXECUTION

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

DATE 1/3/96

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

Registered proprietor

[Signature]
.....
Signature of Witness

JOHN A. MANINGOR
.....
Name of Witness (BLOCK LETTERS)

44 MARKET ST SYDNEY 2000
.....
Address of Witness

PAN ASIA INTERNATIONAL GROUP P/L
by It Attorney James Ting Liang (Kuo
Book 4118 Reg No. 665 (Power of
Attorney)

[Signature]
.....
Signature of Applicant *Registered proprietor*

EXECUTED by SYDNEY CITY COUNCIL
by its attorney
ANDREW THOMPSON
pursuant to power of attorney registered number
45 book 4042 in the presence of:

[Signature]
.....
Andrew Thompson

[Signature]
.....
Signature of Witness

SUZANNE PUCKERIDGE
456 Kent St Sydney

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at *Sydney*
in the State of *N.S.W.* on *1st March* 19 *96* .. in the presence of

[Signature]
.....
Signature of Witness

JOHN A. MANINGOR
.....
Name of Witness (BLOCK LETTERS)

44 MARKET ST SYDNEY 2000
.....
Address and Qualification of Witness

PAN ASIA INTERNATIONAL GROUP P/L
by It Attorney James Ting Liang
(Kuo, Book 4118 Reg. No. 665
(Power of Attorney)

[Signature]
.....
Signature of Applicant *Registered proprietor*

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AN712064A

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/SP57182	
(B) LODGED BY	Document Collection Box IM	Name, Address or DX, Telephone, and Customer Account Number if any JLawyers Pty Limited PO Box 341 EDGECLIFF NSW 2027 tel: 9199 5023 Reference: 20180505
		CODE CH

- (C) The Owners-Strata Plan No. 57182 certify that a special resolution was passed on ~~27/07/2018~~ + 26/07/2018
- (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. NOT APPLICABLE
 Added by-law No. NOT APPLICABLE
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

TO REGISTER A CONSOLIDATED SET OF BY-LAWS AS PER ANNEXURE "A" HERETO

OFF SH
CB (x6)
ON DBL
C1

- (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. 57182 was affixed on 10/9/2018 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: Marulle Dulay
 Authority: Strata Managing Agent

Signature: _____
 Name: _____
 Authority: _____



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 57182

**CONSOLIDATED LIST OF BY-LAWS
STRATA PLAN NO 57182
MANHATTAN
1 POPLAR STREET SURRY HILLS NSW 2010**

Date of Registration of Strata Plan 01.06.1998

Contents

By-laws 1 – 19

Strata Schemes Management Regulation 1997 Schedule 1 Model by-laws for Residential Schemes Keeping of Animals (See SBL 4)

By-law No 1 Noise

By-law No 2 Vehicles

By-law No 3 Obstruction of common property

By-law No 4 Damage to lawns and plants on common property

By-law No 5 Damage to common property

By-law No 6 Behaviour of owners and occupiers

By-law No 7 Children playing on common property in building

By-law No 8 Behaviour of invitees

By-law No 9 Depositing rubbish and other material on common property

By-law No 10 Drying of laundry items

By-law No 11 Cleaning windows and doors

By-law No 12 Storage of inflammable liquids and other substances and materials

By-law No 13 Moving furniture and other objects on or through common property

By-law No 14 Floor coverings

By-law No 15 Garbage disposal

By-law No 16 Keeping of animals – Intentionally omitted see

AH459167 Special By-law No 4.

By-law No 17 Appearance of lot

By-law No 18 Notice board

By-law No 19 Change in use of lot to be notified

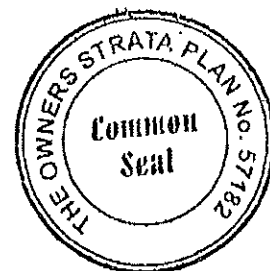
Special By-laws No. 1 & 2 Intentionally Omitted due to repeal by operation of 6264197 and AH459167

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57182 was affixed on 10th September 2018 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act, 2015 (NSW) to attest the affixing of the seal:

Signature(s)

Name(s): MARULIE DULAY

Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 57182

- Special By-law No 3 – 9513088 - CHANGE OF BY-LAWS – Split System A/c All Lots
- Special By-law No 4 - AH459167 CHANGE OF BY-LAWS – Keeping of Animals
- Special By-law No 5 - AH459167 -CHANGE OF BY-LAWS – Flooring in Lots
- Special By-law No 6 - AH459167 -CHANGE OF BY-LAWS – Basement Security Key Access
- Special By-law No 7 - AJ280774 - CHANGE OF BY-LAWS – Recovery Costs – False Fire Alarm
- Special By-law No 8 - AJ475414 - CHANGE OF BY-LAWS – Recovery costs of refuse dumped on common property
- Special By-law No 9 - AJ988596 - CHANGE OF BY-LAWS – Return of Keys and Fobs
- Special By-law No 10 – Smoking
- Special By-law No 11 – Delegation to Strata Committee of Power to approve Minor Renovations
- Special By-law No 12 – By-law for Works (Lot 58)

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57182 was affixed on 10th September 2018 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act, 2015 (NSW) to attest the affixing of the seal:

Signature(s)
Name(s): MARULIE DULAY
Authority: Strata Managing Agent



**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS - STRATA PLAN NO 57182**

1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 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.

4 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:

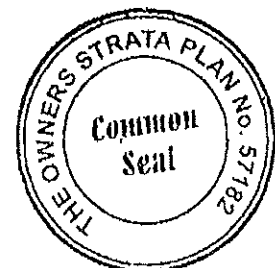
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 57182 was affixed on 10th September 2018 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act, 2015 (NSW) to attest the affixing of the seal:

Signature(s)
Name(s): MARULIE DULAY
Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 57182

- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

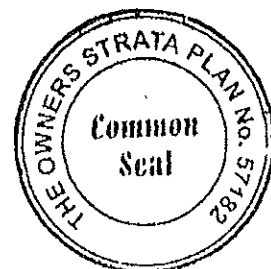
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control,

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Signature(s)
Name(s): MARULIE DULAY
Authority: Strata Managing Agent



**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 57182**

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

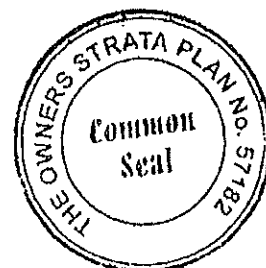
11 Cleaning windows and doors

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

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

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57182 was affixed on 10th September 2018 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act, 2015 (NSW) to attest the affixing of the seal:

Signature(s)
Name(s): MARULIE DULAY
Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 57182

12 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.

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57182 was affixed on 10th September 2018 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act, 2015 (NSW) to attest the affixing of the seal:

Signature(s)
Name(s): MARULIE DULAY
Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 57182

15 Garbage disposal

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

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Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS - STRATA PLAN NO 57182

- and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

Intentionally omitted. See Special By-law No 4

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

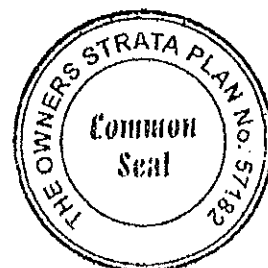
An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being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

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,

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- (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note.

Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

SPECIAL BY-LAWS NO 1 & 2 intentionally omitted

SPECIAL BY-LAW NO 3 – Air-Conditioning

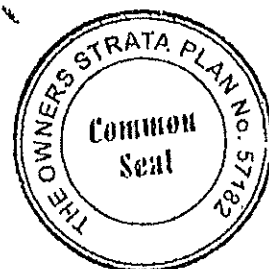
- A. All lot owners who have split air conditioning units within their respective lot or lots shall be responsible for the maintenance service function repair and removal of the split air conditioning unit/s which includes motor fans pipes drip trays ducting and all other attachments.
- B. Any common property damaged in consequence of paragraph A, the relevant owner shall be responsible and pay for any liability incurred to restore and repair the common property damaged.

SPECIAL BY-LAW NO 4 - Keeping of Animals

- 1.1. Without the prior written consent of the Executive Committee, you must not keep any animals in your lot.
- 1.2. You are permitted to keep a guide or hearing dog in your lot if you are visually or hearing impaired.
- 1.3. If you keep any animal referred to in 1.1 or 1.2 above in your lot, then you must:
 - (a) Notify the Owners Corporation in writing that the animal is being kept in the lot, providing sufficient information to the Owners Corporation that the animal is of the type referred to in 1.1 or 1.2 above. If the

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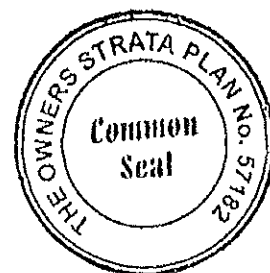
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Owners Corporation deems the details in the notification are insufficient, the Owners Corporation may seek further details, which shall be provided by you within seven days of the date of the request;

- (b) Keep the animal within the lot;
 - (c) Carry the animal when it is on the common property, or in the case of an animal where it is not practical to carry it, have it properly restrained so as not to cause unnecessary interference, disruption of danger;
 - (d) Keep the animal well groomed, clean and healthy; and
 - (e) Take such action as may be necessary to prevent the animal soiling or damaging the lot or the Common Property, in addition to cleaning all areas of the lot or Common Property which may be soiled or damaged by the animal.
- 1.4. It is not permissible to keep any animals other than those referred to in 1.2 without the written approval of the Executive Committee.
- 1.5. In respect of 1.4 above, any application provided to the Executive Committee should contain sufficient detail about the animal in order to assist the Executive Committee in making a proper and informed decision. The Executive Committee must not unreasonably withhold its approval for an animal that complies with the guidelines as developed by the Executive Committee.
- 1.6. In the event of your application is approved, this approval by the Executive Committee may be subject to conditions deemed reasonable at the discretion of the Executive Committee.
- 1.7. You will indemnify and keep indemnified the Owners Corporation from any actions, claims or demands arising out of the keeping of an animal, and if any damage is caused to Common Property or to the property of others in the building as a result of keeping an animal, the cost of the repair or replacement of such property will be borne and paid by you.
- 1.8. The owners of animals must at all times take all reasonable steps not to interfere with other residents' quiet enjoyment of the building.
- 1.9. In the event that you do not notify the Owners Corporation that you are keeping an animal in your lot or you are in breach of any of the provisions of this by-law, the Owners Corporation may, at its absolute discretion, direct that the animal be permanently removed from the lot and take all reasonable steps to enforce its direction.

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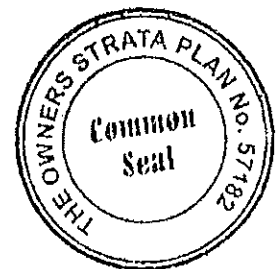
1.10. In the event that you fail to comply with this special by-law 4, the Owners Corporation may charge enforcement costs to you.

SPECIAL BY-LAW NO 5 - Flooring in lots

- 5.1. Without a written application for the consent of the Executive Committee, an owner must not cover the floor space of a lot with tiles, timber flooring or any other product other than carpet, which may cause a nuisance or disturb the peaceful enjoyment of the owners or occupiers of any other lot; and the consent of the Executive Committee in this matter may not be unreasonably withheld.
- 5.2. If an application is made to install any floor finishing other than carpet, the owner must provide evidence that, as a minimum, the floor finishing will comply with:
- (a) The current noise transmission reduction provisions of the Building Code of Australia; and
 - (b) The current noise transmission reduction requirements and regulations from the City of Sydney Council.
- 5.3. If an owner installs new flooring in accordance with this by-law, they must:
- (a) Do so promptly from the commencement of the works;
 - (b) Cause as little inconvenience as possible to other owners and occupiers; and
 - (c) Rectify any damage caused to the building's Common Property or to any other lot in undertaking such works.
- 5.4. An owner who install a floor finishing other than carpet, must ensure that the feet of chairs and any other furniture located on the floor are fitted with rubber, felt or other appropriate covers to reduce the transmission of noise.
- 5.5. An owner who has installed a floor covering other than carpet bears a responsibility to pay any insurance claim excess should there be a claim made against the Owners Corporation in respect of water damage or matters caused or made worse as a result of the floor finishing having been installed.

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SPECIAL BY-LAW NO 6 - Basement Security Keys Access

- 6.1 An owner or occupier of a lot who requires access to the basement level of the building and who does not have a relevant security access swipe key for the basement level must:
- (a) Request an access key from the Strata Managing Agent at least 24 hours before the required time;
 - (b) Sign an application for the access key and acknowledgement of the conditions of receipt of the key at that time; and
 - (c) Make payment in cash of the sum of \$250.00 as a security deposit for the access key.
- 6.2 The owner or occupier of a lot who is given a basement security access key will be required to acknowledge that:
- 6.2.1 If the security access key is not returned within seven (7) days of their receipt of the key, they will forfeit the security deposit; and the access key will be deregistered so as to prevent any unauthorised entry to the building; and
 - 6.2.2 They will be entitled to a refund in cash of their security deposit if the access key is returned to the Strata Managing Agent before five (5) pm on the same day as the key was received by them or, that a refund of the security deposit will be made by cheque within five (5) working days of the access key being returned to the Strata Managing Agent.

SPECIAL BY-LAW NO 7 - Recovery Costs – False Fire Alarm

Part 1 - Grant of Right

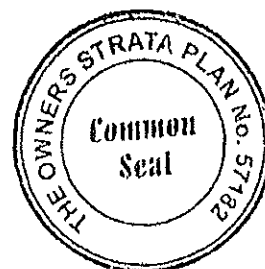
- 1.1. Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to recover the costs of any Fire Service Call-Out in the strata scheme on the conditions set out in Part 3.

This By-Law To Prevail

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

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ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
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Part 2 - Definitions & Interpretations

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

- (a) Act means the **Strata Schemes Management Act 1996**.
- (b) **Fire Service Call-Out** means any call-out in relation to emergency fire safety services to strata scheme 57182, including, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- (c) **Levy Register** means the levy register maintained in accordance with clause 8 of the **Strata Schemes Management Regulation 2010**.
- (d) **Lot** means any lot in strata plan 57182.
- (e) **Occupier** means any person in lawful occupation of the lot.
- (f) **Owner** means the owner of the lot.
- (g) **Owners Corporation** means the owners corporation constituted by the registrar of strata plan number 57182.
- (h) **Permitted Person** means a person in the strata scheme with the express or implied consent of an Owner or Occupier.

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

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

Part 3 - Recovery of Costs And Other Expenses for Call-Out

3.1. An Owner or Occupier must not:

- (a) Without lawful excuse or cause, make, or cause to be made; or
- (b) Request, prompt, or provoke without lawful excuse or cause, A Fire Service Call-Out.

3.2. An Owner or Occupier who makes, or causes to be made, a Fire Service Call-Out in contradiction of clause 3.1 hereof shall reimburse the Owners Corporation for all costs incurred with respect to this Call-Out.

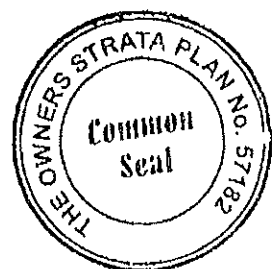
3.3. For the avoidance of doubt, the reference to costs in paragraph 3.2 above includes, but is not limited, the costs of attendances at the strata scheme of any fire brigade, ambulance, police, security or other

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- servicemen involved as a result of the Owner or Occupier making, or causing to be made, the Fire Services Call-Out.
- 3.4. An Owner or Occupier acknowledges and agrees that he will reimburse the Owners Corporation for all costs of any Fire Services Call-Out made, or caused to be made, by a Permitted Person in contravention of clause 3.1 hereof.
- 3.5. The Owners Corporation shall serve a notice on an Owner or Occupier, who has contravened clause 3.1 hereof, requiring payment of the costs of the Fire Services Call-Out and the Owner or Occupier shall make such payment to the Owners Corporation within twenty eight (28) days from the service of the notice.

Part 4 - Failure to Comply

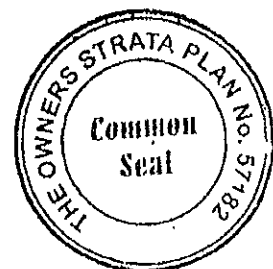
- 4.1. If an Owner or Occupier fails to comply with any obligation under this by-law:
- (a) The Owners Corporation may recover the costs of the Fire Services Call-Out from the Owner or Occupier as a debt due;
 - (b) The costs of the Fire Services Call-Out may be included, by way of reference to that debt, in the Levy Register for the Lot in the circumstances in which those costs have resulted from the failure of the Owner to comply with clause 3.5 hereof; and
 - (c) The Owner or Occupier acknowledges and agrees that any such debt under clause 3.5 hereof; if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 percent or, if the regulations provide for another rate, that rate, and interest will form part of that debt.

Part 5 - Applicability

- 5.1. For the avoidance of doubt, this by-law applies to all fire safety systems and devices installed prior to and after this by-law being made.

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**SPECIAL BY-LAW NO 8 - Recover Cost of Refuse Dumped on
Common Property**

Part 1 - Grant of Right

- 1.1. Notwithstanding anything contained in the by-laws applicable to the strata scheme, 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 to recover the Rubbish Removal Cost incurred for removal of rubbish left on Common Property on the conditions set out in Part 3.

This By-Law To Prevail

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

Part 2 - Definitions & Interpretations

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

- (a) Act means the **Strata Schemes Management Act 1996**.
- (b) Council means the Council of the City of Sydney or any successor.
- (c) Levy Register means the levy register maintained in accordance with clause 8 of the **Strata Schemes Management Regulation 2010**.
- (d) Lot means any lot in strata plan 57182.
- (e) Occupier means any person in lawful occupation of the lot.
- (f) Owner means the owner of the lot.
- (g) Owners Corporation means the owners corporation constituted by the registrar of strata plan number 57182.
- (h) Permitted Person means a person in the strata scheme with the express or implied consent of an Owner or Occupier.
- (i) Rubbish Removal Cost means the cost incurred by the Owners Corporation in removing rubbish from Common Property which Council will not remove as part of regular waste collection.

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

- (a) The singular includes plural and vice versa;
- (b) Any gender includes the other genders;
- (c) Any terms in the by-law will have the same meaning as those defined in the Act; and

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- (d) References to legislation include references to amending and replacing legislation.

Part 3 - Recovery of Expenses And Other Costs For Rubbish Removal

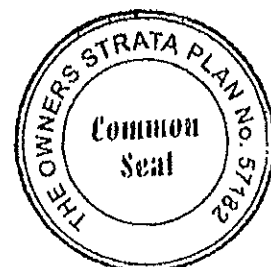
- 3.1. An Owner or Occupier must not leave bedding, furniture, paints, solvents, batteries, soil, building materials or other waste on Common Property which Council will not accept as part of its regular waste collection.
- 3.2. An Owner or Occupier who, in breach of clause 3.1, causes the Owners Corporation to incur a rubbish removal cost shall reimburse the Owners Corporation for that rubbish removal cost.
- 3.3. An Owner or Occupier acknowledges and agrees that he will reimburse the Owners Corporation for all of any Rubbish Removal Cost incurred, or caused to be made, by a Permitted Person in contravention of clause 3.1 hereof.
- 3.4. The Owners Corporation shall serve a notice on an Owner or Occupier, who has contravened clause 3.1 hereof, requiring payment of the Rubbish Removal Cost and the Owner or Occupier shall make such payment to the Owners Corporation within twenty eight (28) days from the service of the notice.

Part 4 - Failure to Comply

- 4.1. If an Owner or Occupier fails to comply with any obligation under this by-law:
- (a) The owners Corporation may recover the Rubbish Removal Cost from the Owner or Occupier as a debt due;
- (b) The Rubbish Removal Cost may be included, by way of reference to that debt, in the Levy Register for the Lot in the circumstances in which those costs have resulted from the failure of the Owner to comply with clause 3.4 hereof; and
- (c) The Owner or Occupier acknowledges and agrees that any such debt under clause 3.4 hereof, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at annual rate of 10 per cent or, if the regulations provide for another rate, that rate, and the interest will form part of that debt.

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SPECIAL BY-LAW NO 9 - Return of Keys and Fobs

Part 1 - Grant of Right

1.1. Notwithstanding anything contained in the by-laws applicable to the strata scheme, 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 to recover the costs of replacing access keys and fobs and changing locks in the strata scheme on the conditions set out in Part 3.

This By-Law To Prevail

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

Part 2 - Definitions & Interpretations

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

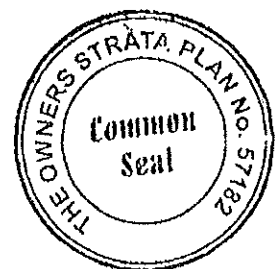
- (a) Act means the **Strata Schemes Management Act 1996**.
- (b) **Levy Register** means the levy register maintained in accordance with clause 8 of the **Strata Schemes Management Regulation 2010**.
- (c) **Executive Committee Member** means any member of the Executive Committee.
- (d) **Delegate** means any individual entrusted by the Executive Committee to perform such duties and functions considered necessary to the strata scheme.

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

- (a) The singular includes plural and vice versa;
- (b) Any gender includes the other genders;
- (c) Any terms in the by-law will have the same meaning as those defined in the Act; and
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Part 3 - Recovery of Expenses And Other Costs For Access Keys And Fobs

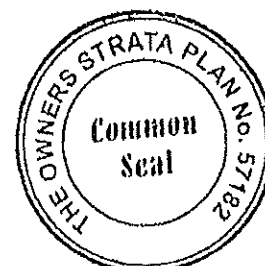
- 3.1. Keys and fobs provided to Executive Committee Members or Delegates to enable them to perform their duties must be returned to the Strata Managing Agent upon resignation or leaving the Executive Committee.
- 3.2. An Executive Committee Member or Delegate who has been provided with a key or fob and does not return the key or fob to the Strata Managing Agent in contravention of clause 3.1 hereof shall reimburse the Owners Corporation for costs incurred with respect to the replacement of keys and fobs.
- 3.3. For the avoidance of doubt, the reference to costs in paragraph 3.2 includes, but is not limited to, the costs of replacing keys and fobs and of changing locks as required.
- 3.4. An Executive Committee Member or Delegate acknowledges and agrees that he will reimburse the Owners Corporation for all costs caused to be made by the contravention of clause 3.1 hereof.
- 3.5. The Owners Corporation shall serve a notice on an Executive Committee Member or Delegate who has contravened clause 3.1 hereof, requiring payment of the costs incurred as outlined in 3.2, and the Executive Committee Member or Delegate shall make such payments to the Owners Corporation within twenty eight (28) days from the service of the notice.

Part 4 - Failure to Comply

- 4.1. If an Executive Committee Member fails to comply with any obligation under this by-law:
 - (a) The owners Corporation may recover the costs incurred as outlined in 3.2 with respect of the replacement of keys and fobs from the Executive Committee Member as a debt due;
 - (b) The costs incurred as outlined in 3.2 may be included, by way of reference to that debt, in the Levy Register for the Executive Committee Member who failed to comply with clause 3.5 hereof; and
 - (c) The Executive Committee Member or Delegate acknowledges and agrees that any such debt under clause 3.5 hereof, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at annual rate of 10 per cent or, if the regulations provide for another rate, that rate, and the interest will form part of that debt.

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SPECIAL BY-LAW NO 10 **Smoke Penetration, ashes & butts**

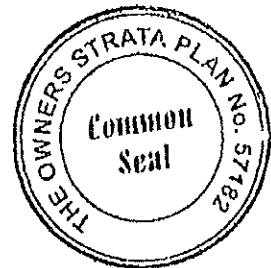
- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) In addition to their responsibilities above, owners and occupiers must ensure that no ash escapes and that no cigarette butts are dropped, thrown, blown or otherwise escape from the lot including from the balcony. Any ash and butts must be disposed of thoughtfully within the lot in proper fire proof receptacle intended for that purpose and then in accordance with the other by-laws applicable to the scheme which relate to garbage. For abundance of clarity, no butts may be extinguished and no butts or ash may be left on the common property.
- (4) Any ash and butts must be fully extinguished and wrapped prior to disposal through the garbage chutes or in appropriate garbage receptacles provided at the Parcel.

SPECIAL BY-LAW NO 11 **BY-LAW FOR DELEGATION TO STRATA COMMITTEE FOR MINOR RENOVATIONS**

For the purposes of the management, administration, control, use or enjoyment of the lots or the common property and lots of a strata scheme, the Owners Corporation makes this additional by-law to specifically permit the Owners Corporation to delegate its functions under Section 110(6)(b) of the *Strata Schemes Management Act, 2015* (NSW) (the "Act") to the strata committee. For clarity, this by-law permits the strata committee to approve "minor renovations" as defined in the Act.

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THE OWNERS – STRATA PLAN NO 57182

SPECIAL BY-LAW NO 12

By-law for Works (Lot 58)

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

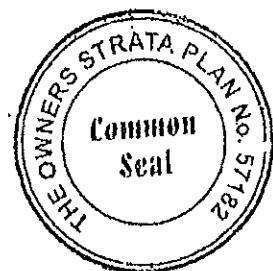
2.1 Definitions

In this by-law:

- (a) "Act" means the *Strata Schemes Management Act, 2015* (NSW).
- (b) "Authority" means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) "Bathroom Works" means renovations to the bathroom of the Lot, including the full strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted).
- (d) "Building" means the building(s) situated at 1 Poplar Street SURRY HILLS NSW 2010.
- (e) "Claims" means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57182 was affixed on 10th September 2018 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act, 2015 (NSW) to attest the affixing of the seal:

Signature(s)
Name(s): MARULIE DULAY
Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS - STRATA PLAN NO 57182

legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.

- (f) "Conditions" means the conditions specified in Clause 4.
- (g) "Insurances" means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$10,000,000.00.
- (l) "Lot" means lot 58 in the Strata Scheme.
- (j) "Owner" means the owner(s) of the Lot.
- (k) "Owners Corporation" means the owners corporation created on registration of the Strata Scheme.
- (i) "Strata Scheme" means the strata scheme created upon registration of strata plan no 57182.
- (m) "WH & S Law" means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2011* (NSW).
- (n) "Works" means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Bathroom Works together with the application of effective waterproofing and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

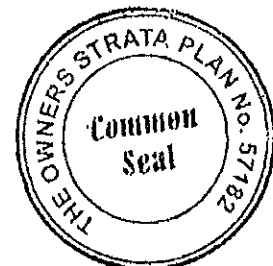
2.2 Interpretation

In this by-law:

- (a) headings are for reference only;

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ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 57182

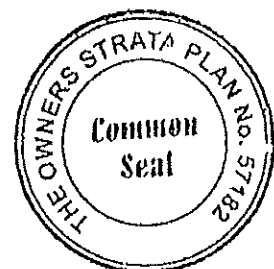
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special

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ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 57182

privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

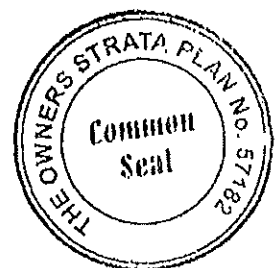
- (a) **(provide information)** provide to the Owners Corporation:
 - (ii) details of the location of all parts of the Works; and
 - (iii) information providing the proposed specifications, method of installation, and, where relevant, the type, colour, style and size of the Works;
- (b) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at Annexure "A";
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (f) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law; and
- (g) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) reasonable professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) reasonable registration/consolidation fees for the registration of this by-law.

4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

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ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 57182

- (a) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (b) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (c) **(certification)** have structural and waterproofing and/or other certification as required by the Owners Corporation; and
- (d) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

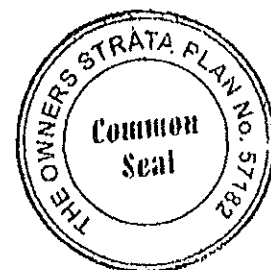
4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;

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**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 57182**

- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation and in this regard the strata committee shall advise where and for what duration of time a skip-bin is permitted to be on the common property; and
- (k) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

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ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 57182

5. Breach of this by-law

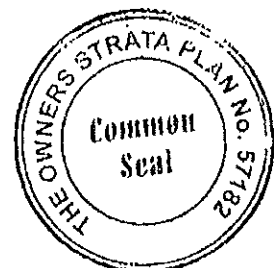
If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies demand cessation of the Works and/or enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

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Name(s): MARULIE DULAY
Authority: Strata Managing 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.

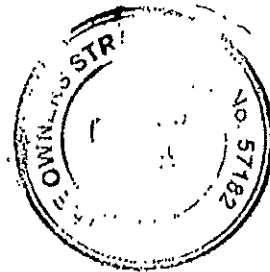
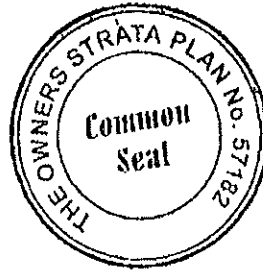
*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.

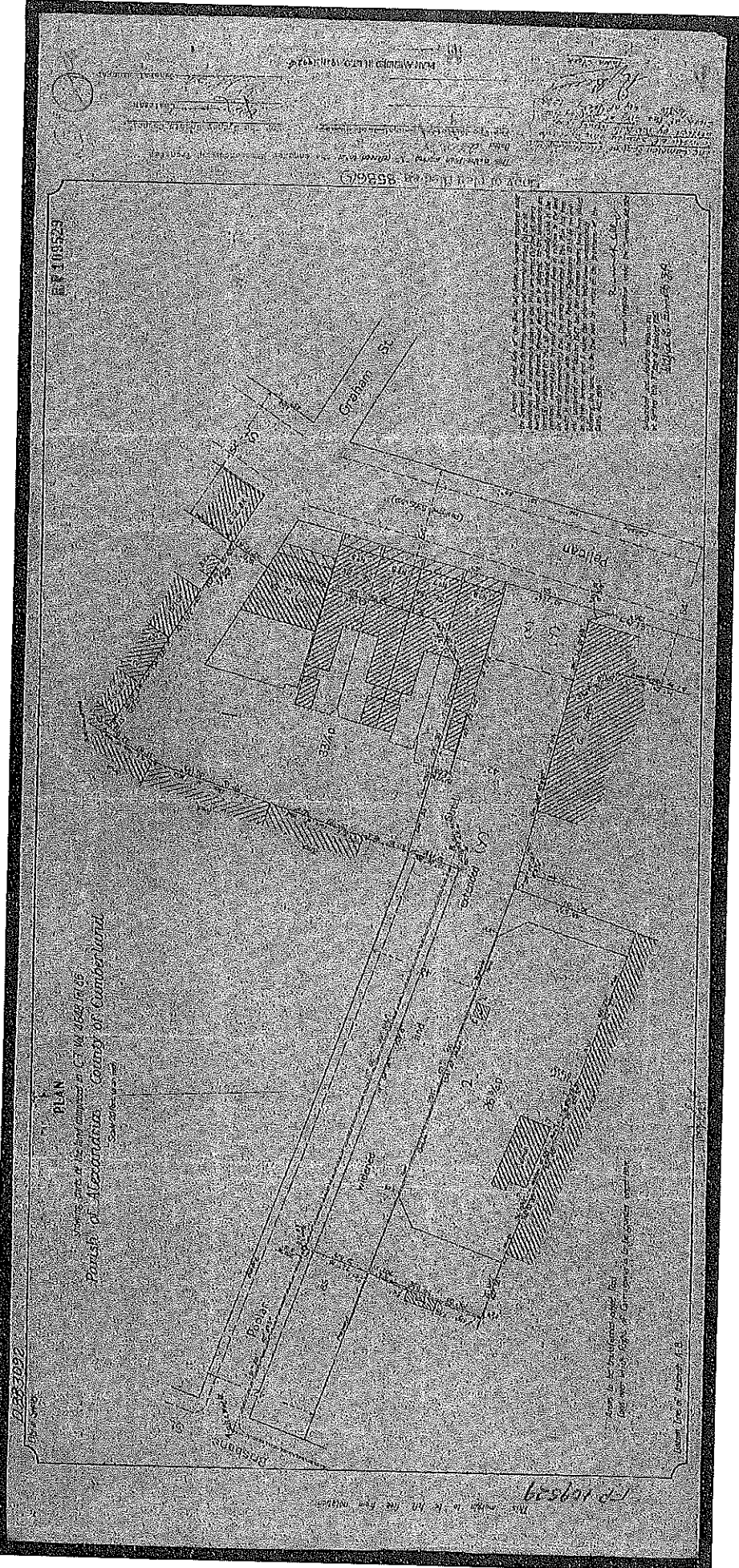
The seal of The Owners - Strata Plan No 57182 was affixed on 10th September 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: 

Name: Marulie Dulay

Authority: Strata Managing Agent



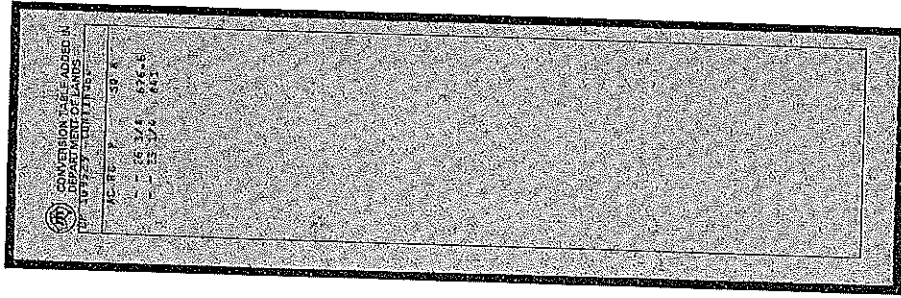


PLAN
of the land in the Parish of *Alconbury*
County of *Cambridgeshire*
Sheweth

60561 d

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	TOTAL
1	1	EA
2	1	EA
3	1	EA
4	1	EA
5	1	EA
6	1	EA
7	1	EA
8	1	EA
9	1	EA
10	1	EA
11	1	EA
12	1	EA
13	1	EA
14	1	EA
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Req:R902656 /Doc:DF 0109523 P /Rev:15-Mar-2019 /NSW IRS /Prt:15-Nov-2021 13:21 /Seq:3 of 3
o Office of the Registrar-General /Sech:Sydneyham /McE:



Sewer Service Diagram

Application Number: 8001244908

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *City of Sydney* (Curry Hills) No. 373264

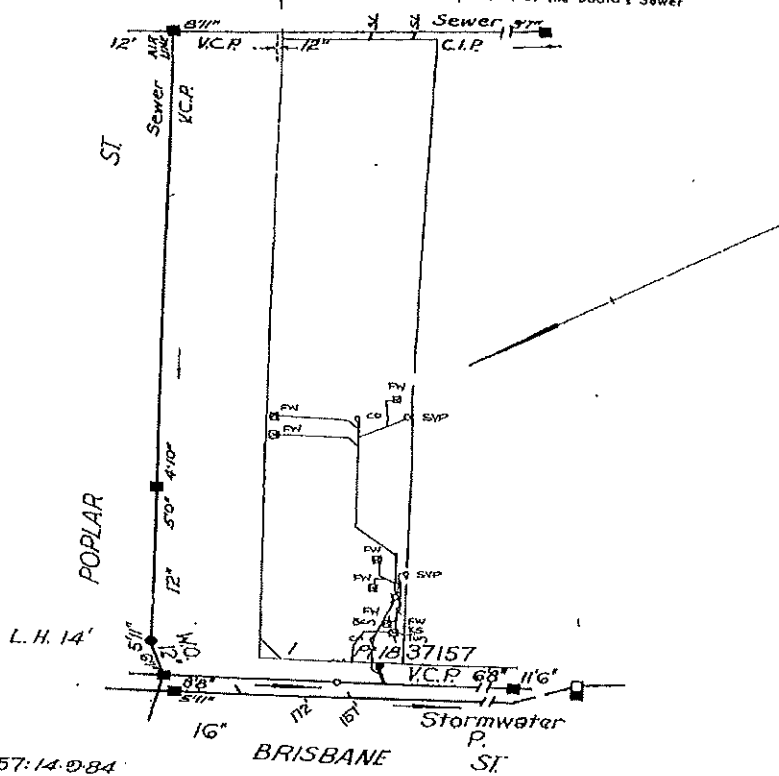
SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	■ R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
■ Pit	○ C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower
■ G.I. Grease Interceptor	○ V.P. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
■ Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
■ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
■ R.S. Reflux Sink	○ D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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

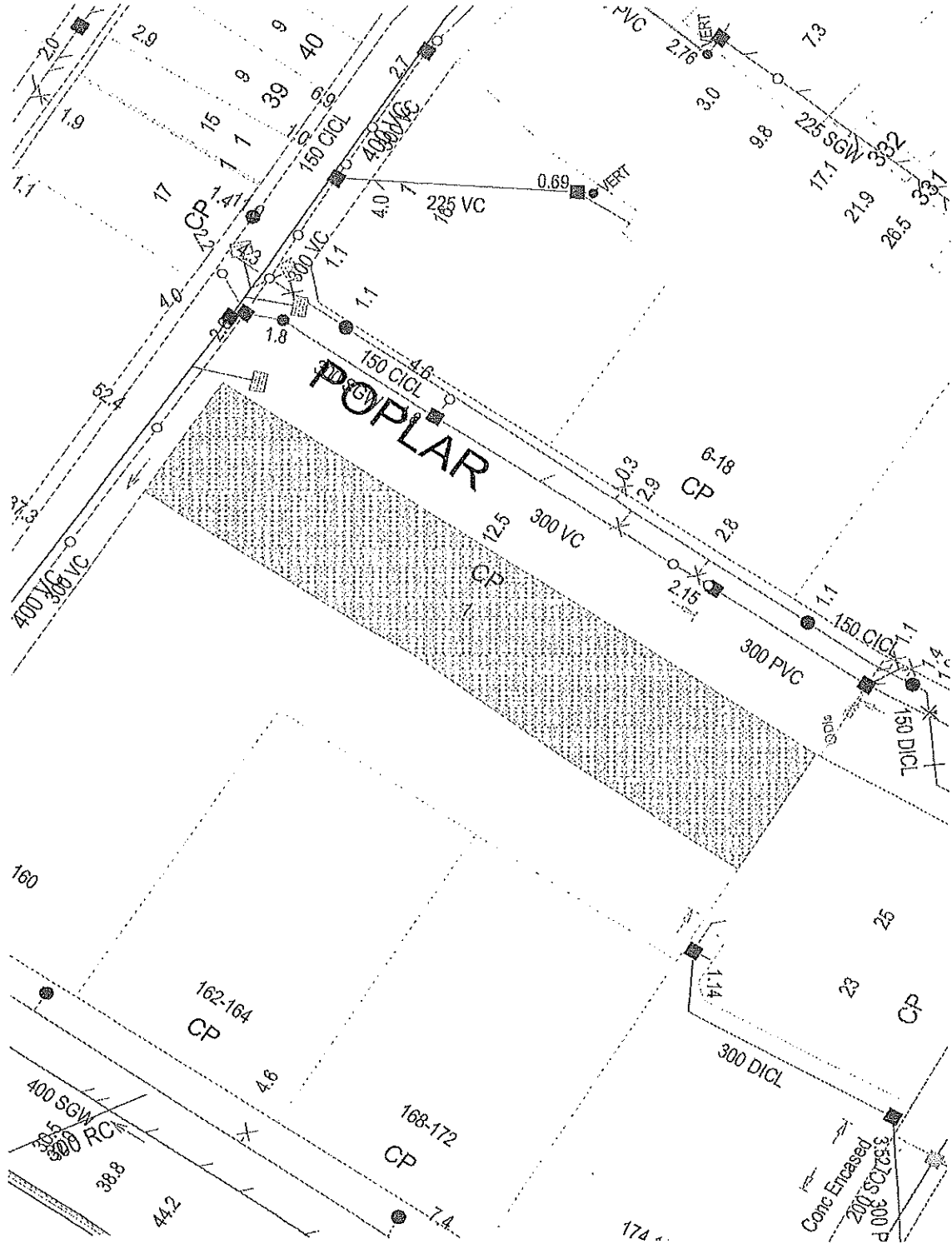


NO. 37157-14-D-84

RATE No.	W.C.s.	U.C.s.	19....
SHEET No. 3826	OFFICE USE ONLY		For Engineer House Services
DRAINAGE		PLUMBING	
W.C. Supervised by	Date	BRANCH OFFICE	Supervised by
Bth.		Date	
Shr.	Inspector	Outfall BN	Inspector
Bsn.	Examined by	Drainer	ZIC-088
K.S.	Chief Inspector	Plumber	
T.	Tracing Checked	Boundary Trap	
P.T.		is/are required	
Dge. Int.			
Dge. Ext.			

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: 8001235858



Document generated at 15-11-2021 01:30:58 PM

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			

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.

Lodger Details

Lodger Code 503650C
Name JLAWYERS
Address EQUINOX
STR 3, 94-98 RAMSGATE AV
BONDI BEACH 2026
Lodger Box 1W
Email MONIKA@JLAWYERSPTYLTD.COM.AU
Reference 20220131MD

Land Registry Document Identification

AR907832

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP57182	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP57182
Other legal entity

Meeting Date

17/11/2021

Added by-law No.

Details By-law 27

Repealed by-law No.

Details Not applicable

Amended by-law No.

Details Not applicable

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP57182

Signer Name MONIKA JANDREK

Signer Organisation JLAWYERS PTY. LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 23/02/2022

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 57182

Consolidated Strata By-Laws

Manhattan

1 Poplar Street, Surry Hills NSW 2010

SP57182

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 57182

STRATA PLAN NO. 57182
MANHATTAN
1 POPLAR STREET, SURRY HILLS NSW 2010

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1 Definitions and Interpretation

Definitions

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

- (a) **Access Key** means a key, magnetic card, fob, remote control or other automatic or mechanical device used to open, close, lock and unlock gates and doors and activate and operate lifts, alarms and security systems on the common property of the strata scheme and includes a Basement Access Key and a Fire Door Key.
- (b) **Act** means the *Strata Schemes Management Act 2015*.
- (c) **Applicable Person** means an owner, occupier, lessee, mortgagee in possession or covenant chargee.
- (d) **Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over a lot or the building including but not limited to the local council, a court or a tribunal.
- (e) **Basement Access Key** means an Access Key temporarily enabling access to the basement level of the building.
- (f) **bin** includes any receptacle for waste.
- (g) **building** means the building forming part of the strata scheme.
- (h) **Building Manager** means the person or corporation appointed by the owners corporation from time to time as the building manager for the strata scheme pursuant to the Act.
- (i) **Court or Tribunal** means any Australian Court or Tribunal.
- (j) **Fire Door Key** means an Access Key enabling a fire exit door in the building to be opened, closed, locked and unlocked.
- (k) **Fire Service Call Out** means any call-out in relation to emergency fire safety services to the strata scheme including without limitation any telephone call to the fire brigade, the setting off of any smoke alarm or other fire safety device, or an alert from any fire protection system located within the strata scheme.
- (l) **Fixture** means any fitting, equipment, component, pipes, wiring, ducts, mechanics and any other part comprised within a lot and any other fixture or fitting installed by an owner arising out of the carrying out of works to their lot.
- (m) **lot** means any lot in the strata plan.
- (n) **occupier** means a person in lawful occupation of a Lot.
- (o) **Order** means an order of any Court or Tribunal.
- (p) **owner** means the owner or owners for the time being of the Lot.
- (q) **owners corporation** means the owners corporation constituted upon registration of the Strata Plan.
- (r) **Proceedings** means any application or action to any Court or Tribunal in Australia pursuant to the Act.
- (s) **Regulations** means the *Strata Schemes Management Regulation 2016*.

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- (t) **Rubbish Removal Fee** means a fee charged by the local council or another Authority as a result of a failure to comply with By-law 16 (Disposal of waste—shared bins).
- (u) **strata committee** means the strata committee of the owners corporation.
- (v) **strata plan** means Strata Plan No 57182.
- (w) **strata scheme** means the strata scheme relating to the strata plan situated at 1 Poplar Street, Surry Hills NSW 2010.
- (x) **waste** includes garbage and recyclable material.

Interpretation

1.2 In these by-laws, unless the context otherwise requires or permits:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the owners corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the owners corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to an owner includes that owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the strata plan and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

2 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.

3 Changes to common property

An owner or occupier of a lot must not damage or deface in any way, any part of the common property.

4 Damage to lawns and plants on common property

- (1) 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

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- (b) use for his or her own purposes as a garden any portion of the common property.

5 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.

6 Keeping of animals

- (1) An owner or occupier of a lot must not, without the prior written approval of the strata committee, keep an animal in their lot.
- (2) Notwithstanding clause (1) of this by-law, an owner or occupier of a lot is permitted to keep an assistance animal (as referred to in section 9 of the *Disability Discrimination Act 1992*) in their lot.
- (3) Where clause (2) of this by-law applies, the owner or occupier must produce evidence to the owners corporation that the animal being kept in their lot is an assistance animal (as referred to in section 9 of the *Disability Discrimination Act 1992*) within 21 days of a written request by the owners corporation to the owner or occupier to provide such evidence.
- (4) An owner or occupier of a lot must make a written application (in a form as directed by the strata committee from time to time) to the strata committee to keep an animal in their lot, which application must contain sufficient detail about the animal as required by the strata committee in order to assist the strata committee in making a proper and informed decision about the application. The strata committee must not unreasonably withhold its approval for the keeping of an animal in a lot.
- (5) In the event that an application under clause (4) is approved by the strata committee, such approval may be subject to such reasonable conditions as the strata committee deems fit.
- (6) If an owner or occupier of a lot keeps an animal approved by the strata committee under this by-law, or an assistance animal under clause (2) of this by-law, in their lot, then they must:
 - (a) keep the animal within the boundaries of their lot and must prevent the animal from roaming freely on the common property;
 - (b) carry the animal when it is on the common property or, in the case of an animal where it is not practical to carry it, have it properly restrained (such as on a leash);
 - (c) keep the animal well groomed, clean and healthy;
 - (d) take such action as may be necessary to prevent the animal soiling or damaging the lot, another lot, or the common property and must promptly clean and make good all areas of the lot, another lot, or the common property which may be soiled or damaged by the animal to the reasonable satisfaction of the owners corporation or the strata committee;
 - (e) comply with any directions given by the owners corporation or the strata committee from time to time regarding the keeping of the animal; and
 - (f) ensure that the animal does not cause or create a nuisance or hazard and must do all things necessary to minimise noise created by the animal which is likely to interfere with the use or quiet enjoyment of a lot or the common property by another owner or occupier.
- (7) An owner or occupier of a lot who keeps an animal in their lot is liable for any damage to a lot or the common property arising out of the keeping of the animal and indemnifies the owners corporation from any costs, losses, damage, actions, claims or demands arising out of the keeping of an animal in their

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lot, including but not limited to injury to any person and/or damage to a lot, or the common property, or the property of other owners or occupiers in the building .

- (8) If an owner or occupier of a lot permits their invitee to bring an animal into the building, then the owner or occupier:
- (a) must ensure that their invitee complies with this by-law;
 - (b) must ask their invitee to leave the building if they do not comply with this by-law;
 - (c) must notify the strata committee if the animal is going to be kept at the building overnight; and
 - (d) acknowledges and agrees that clauses (7), (12) and (13) of this by-law apply to the animal they have permitted their invitee to bring into the building.
- (9) In the event that an owner or occupier of a lot fails to comply with this by-law, the owners corporation may request, in writing, that the owner or occupier complies with the terms of the by-law and the owner or occupier must take all reasonable steps to comply with the owners corporation's request.
- (10) Without prejudice to any other rights, the owners corporation may, at its discretion, revoke any approval given under this by-law and give written notice of revocation to the owner or occupier. The owner or occupier must remove the animal from the building within seven (7) days of receipt of a notice of revocation under this by-law.
- (11) If the owner or occupier does not remove the animal from the building the owners corporation may apply to the Civil and Administrative Tribunal of NSW for an order that the animal be removed from the parcel within a specified time and be kept away from the parcel;
- (12) The owner and occupier shall, jointly and severally, indemnify the owners corporation against any liability, costs, loss or expense incurred by the owners corporation should the owners corporation be required to carry out any work or take any action to rectify the owner's or occupier's breach of this by-law.
- (13) The owners corporation may recover from the owner and occupier, jointly and severally, as a debt in a forum of competent jurisdiction, all of the owners corporation's reasonable costs incurred by the owners corporation arising out of or in relation to the owner's or occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the owners corporation reasonably incurred in recovering such debt.
- (14) Clause 13 of this by-law does not prevent the owners corporation from exercising any rights under the *Strata Schemes Management Act 2015* in relation to the owner's or occupier's failure to comply with this by-law.

7 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.

8 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.

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- (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).

9 Children playing on common property

An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, to be or remain on common property that is a car parking area, gym or other area of possible danger or hazard to children, unless accompanied by an adult exercising effective control.

10 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.
- (3) In addition to their responsibilities above, owners and occupiers must ensure that no ash escapes and that no cigarette butts are dropped, thrown, blown or otherwise escape from the lot, including from the balcony of the lot, onto any part of the common property or another lot at any time. Any ash and cigarette butts must be fully extinguished in a proper fire proof receptacle intended for that purpose and wrapped prior to disposal and must be disposed of into a common property garbage chute or other garbage receptacle kept on the parcel and at all times in compliance with By-law 16 (Disposal of waste – shared bins).

11 Preservation of fire safety

- (1) An 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.
- (2) An owner or occupier of a lot must not without lawful excuse or cause:
 - (a) make or cause to be made; or
 - (b) request, prompt, or provoke,a Fire Service Call Out.

12 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.

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- (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.

13 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) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of their lot or on the common property so that it is visible from outside the building.

14 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.

15 Disposal of waste - shared bins

- (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 of a lot must not:
 - (a) leave bedding, furniture, glass or other bulky items, paints, solvents, batteries, soil, building materials or other waste on the common property which the local council will not collect as part of its regular waste collection;
 - (b) cause the owners corporation to incur a Rubbish Removal Fee as a result of failing to comply with (a) above or this by-law.
- (4) 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.
- (5) 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.

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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), the following changes of use must be notified:
 - (a) 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),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (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.

18 Common Property memorandum

The owners corporation adopts the common property memorandum as prescribed by the Regulations, subject to the following modifications as permitted by section 107(3) of the Act. For clarity, the common property memorandum shall not apply to the following specified items which are hereby expressly excluded:

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards – paragraphs (d), (h), (i) and (j) do not apply;
3. Electrical – paragraph (a) does not apply;
4. Entrance door – paragraph (c) does not apply;
5. Floor – paragraph (d) does not apply;
6. General – paragraphs (h) and (k) do not apply;
7. Parking/Garage – paragraphs (a), (c) and (d) do not apply;
8. Windows – paragraph (b) does not apply;

Lot owner responsibilities for maintenance, repair or replacement

1. Parking/Garage – paragraphs (b) and (d) do not apply.

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Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
<p>2. Ceiling/Roof</p>	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
<p>3. Electrical</p>	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
<p>4. Entrance door</p>	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan

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<p>5. Floor</p>	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
<p>6. General</p>	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
<p>7. Parking / Garage</p>	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
<p>8. Plumbing</p>	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
<p>9. Windows</p>	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

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Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	<ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	<ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	<ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot

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	(l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
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7. Parking / Garage	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

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19 Security and Access Keys

- (1) To protect the safety and welfare of the owners and occupiers of lots and to preserve the security of the strata scheme the owners corporation may:
 - (a) restrict by means of an Access Key the access of owners and occupiers of a lot to only the residential level of the building on which their lot is located (excluding common property areas they are permitted to access);
 - (b) limit the number of Access Keys issued to owners and occupiers of lots;
 - (c) charge a fee for additional or replacement Access Keys issued to owners and occupiers of lots, such fee to be determined by the strata committee from time to time and notified to owners and occupiers;
 - (d) restrict access to any part of the building:
 - (i) not required for access to a lot; or
 - (ii) to be used by the owners corporation for the purposes of monitoring the security of the strata scheme,

on either a temporary or a permanent basis;
 - (e) install and operate security cameras and other surveillance equipment on the common property of the strata scheme;
 - (f) regulate the use of and access to any video or audio that is recorded by any security cameras and other surveillance equipment on the common property of the strata scheme including without limitation by issuing written directions to owners and occupiers and installing signs on any part of the common property;
 - (g) engage qualified and where applicable licensed contractors to assist with preserving the security of the strata scheme.
- (2) An owner or occupier of a lot must:
 - (a) at all times comply with this by-law;
 - (b) ensure that all common property doors, including but not limited to the front entry door, garage doors and the fire exit doors, are closed and (where applicable) locked after use;
 - (c) not interfere with any security cameras and other surveillance equipment installed on the common property of the strata scheme;
 - (d) not do anything that might prejudice the safety or security of the strata scheme or an owner or occupier of a lot;
 - (e) not allow access to any part of the building to persons unknown to them by either the front entry door or by the intercom.
- (3) Access Keys are the property of the owners corporation. The owners corporation may provide Access Keys on application, to an owner or occupier of a lot as follows:
 - (a) a maximum of two Access Keys per lot based on the number of bedrooms in that lot (eg a 2 bedroom lot will be provided with a total of four Access Keys);
 - (b) a Basement Access Key in the manner specified in clause (7) of this by-law;

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- (c) a maximum of two Fire Door Keys per lot.
- (4) When using an Access Key an owner or occupier of a lot must:
 - (a) not duplicate or copy the Access Key;
 - (b) take all reasonable steps to safeguard the Access Key against loss, theft or damage;
 - (c) not give an Access Key to their invitee or someone who is not an owner or an occupier of a lot;
 - (d) immediately notify the owners corporation (via the Building Manager or otherwise in a manner as directed by the strata committee from time to time) if the Access Key is lost, stolen or damaged;
 - (e) immediately return the Access Key to the owners corporation (via the Building Manager or otherwise in a manner as directed by the strata committee from time to time) when reasonably requested to do so by the owners corporation; and
 - (f) immediately return the Access Key to the owners corporation (via the Building Manager or otherwise in a manner as directed by the strata committee from time to time) when the owner or occupier is no longer the owner or occupier of a lot.
- (5) An owner or occupier of a lot who breaches clause (4) of this by-law may have their Access Key deactivated by the owners corporation.
- (6) If an owner or occupier of a lot in the strata scheme requires an additional or replacement Access Key and/or Fire Door Key they must:
 - (a) fill in an application form for an additional or replacement Access Key and/or Fire Door Key and provide the form to the owners corporation (via the Building Manager or otherwise in a manner as directed by the strata committee from time to time);
 - (b) provide written and/or physical evidence to confirm they are an owner and/or occupier where occupiers must have written authority from the lot owner to apply for an additional or replacement Access Key and/or Fire Door Key;
 - (c) pay the owners corporation (via the strata managing agent of the strata scheme or otherwise in the manner directed by the strata committee from time to time) any fee charged by the owners corporation for the additional or replacement Access Key and/or Fire Door Key.
- (7) An owner or occupier of a lot who requires access to the basement garage door temporarily and who requires a Basement Access Key to access the basement garage door must:
 - (a) request a Basement Access Key from the owners corporation (via the Building Manager or otherwise in a manner as directed by the strata committee from time to time) at least 24 hours before the time they require access to the basement garage door; and
 - (b) sign an application for the Basement Access Key in a form determined by the strata committee from time to time, including agreeing to the terms and conditions applicable to their use of the Basement Access Key, which terms and conditions will include a requirement to return the Basement Access Key to the owners corporation (via the Building Manager or otherwise in a manner as directed by the strata committee from time to time) within 24 hours of being provided with the Basement Access Key; and
 - (c) pay a security deposit in an amount determined by the strata committee from time to time to the owners corporation (via the strata managing agent of the strata scheme or otherwise

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in the manner directed by the strata committee from time to time) to use the Basement Access Key.

- (8) An owner or occupier of a lot who is given a Basement Access Key pursuant to clause (7) of this by-law will:
- (a) forfeit their security deposit if the Basement Access Key is not returned in compliance with clause (7) of this by-law and the owners corporation will immediately deregister the Basement Access Key so that it can no longer provide access to the basement garage door; or
 - (b) be refunded their security deposit if the Basement Access Key is returned in compliance with clause (7) of this by-law.

20 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building except through the basement and not unless sufficient notice has first been given to the owners corporation.
- (2) The owners corporation or the strata committee may issue written directions from time to time under this by-law that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation or the strata committee has issued a written direction under this by-law as to the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that direction.

21 Bike racks

- (1) The common property bike racks in the strata scheme are located in the basement garage, ground floor garage, level 1 garage (**bike racks**).
- (2) Use of the bike racks is on a first come, first served basis.
- (3) An owner or occupier of a lot who keeps a bicycle in the bike racks must:
 - (a) notify the owners corporation that it is keeping a bicycle in the bike racks and provide sufficient details of the bicycle to enable it to be identified by the owners corporation;
 - (b) ensure that the bicycle is secured;
 - (c) not keep their bicycle in the bike racks in a manner which obstructs the use of the bike racks by other owners or occupiers;
 - (d) not cause any damage to other bicycles that are being kept in the bike racks.
- (4) An owner or occupier of a lot who keeps a bicycle in the bike racks does so at their own risk and cost and the owners corporation is not liable for any damage, loss or injury suffered by an owner or occupier as a result of keeping a bicycle in the bike racks.

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- (5) The owners corporation may remove and dispose of a bicycle in accordance with the *Uncollected Goods Act 1995* that is being kept in the bike racks if the owners corporation reasonably believes the bicycle has been abandoned or left behind in the bike racks.

22 Recovery costs

- (1) In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions to recover as a debt from an Applicable Person all costs and expenses referred to in this by-law.
- (2) The owners corporation may recover the following costs and expenses as a debt from an Applicable Person:
- (a) costs of any third party fines or penalties or increase in insurance premium attributable to an Applicable Person's breach of a by-law or any law or failure to take steps to prevent the owners corporation suffering any reasonably foreseeable loss in connection with an obligation under a by-law or general duty under any law or obligation;
 - (b) costs and expenses of the owners corporation attributable to an Applicable Person contravening By-law 11 (Preservation of fire safety) including without limitation the costs of attendance at the strata scheme of any fire brigade, ambulance, police, security or other service involved as a result of the owner or occupier of a lot contravening By-law 11;
 - (c) costs and expenses of the owners corporation attributable to an Applicable Person contravening By-law 16 (Disposal of waste—shared bins) including without limitation any Rubbish Removal Fee charged to the owners corporation;
 - (d) costs and expenses of the owners corporation attributable to damage to a lot or the common property arising from:
 - (i) a Fixture causing water to escape or penetrate to a lot or the common property;
 - (ii) the failure by an Applicable Person to properly maintain, renew, replace or keep in good and serviceable repair a Fixture;
 - (e) costs and expenses of the owners corporation attributable to an Applicable Person failing to provide access to their lot as required under a by-law or the Act or any other law;
 - (f) costs and expenses of the owners corporation to rectify common property (including but without limitation to repair or replace the common property or to arrange for the cleaning of, or removal of rubbish from, the common property) as a result of an Applicable Person using common property in a manner which causes (whether or not in breach of a by-law applicable to the strata scheme):
 - (i) damage to the common property; and/or
 - (ii) the common property to be unclean.
 - (g) costs and disbursements for the provision of legal advice, initiating legal action, defending legal action, or any other legal services incurred or expended by the owners corporation in the prosecution or defence of any Proceedings in relation to an Applicable Person, as are reasonably incurred and reasonable in amount;
 - (h) costs and disbursements incurred in obtaining expert advice and reports, and for any expert to attend and give evidence in any Proceedings commenced or defended by the

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- owners corporation in relation to an Applicable Person, as are reasonably incurred and reasonable in amount;
- (i) any strata managing agent fees, including without limitation any fees charged or disbursements incurred or expended for preparing for and attending a mediation, preparing and giving evidence in any Proceedings, sending account reminders, instructing lawyers, and attending to any work in relation to the recovery of outstanding amounts, interest and expenses, instructing third parties in the collection of any amount due, calling, conducting or attending any meeting predominantly related to the recovery of an amount due by an Applicable Person under this or any other by-laws applicable to the strata scheme;
 - (j) any debt collection agency fees in relation to an Applicable Person for services provided, including initiating or defending legal action, in the recovery of any amount due under this or any other by-laws applicable to the strata scheme;
 - (k) costs of any inquiries made to ascertain the whereabouts of an Applicable Person or made in relation to the Applicable Person, any property of the Applicable Person or anyone associated or reasonably thought to be associated with the Applicable Person;
 - (l) any goods and services tax payable by the owners corporation on any expense recoverable from an Applicable Person pursuant to this or any other by-laws applicable to the strata scheme.
- (3) An Applicable Person who instigates, commences or continues with any Proceedings (including but not limited to appeal Proceedings), and such Proceedings are dismissed, withdrawn, discontinued, struck out or give rise to Orders against the Applicable Person, indemnifies the owners corporation for its reasonable costs and expenses incurred in connection with the Proceedings.
 - (4) Costs and expenses recoverable under this by-law may be sought from the Applicable Person as a lump sum payment or in periodic installments once incurred by the owners corporation. In the case of Proceedings, costs and expenses may be sought as a lump sum payment or in periodic installments prior to the commencement of Proceedings in a Court or Tribunal.
 - (5) Any amount that the owners corporation is entitled to recover under the by-laws applicable to the strata scheme, shall bear until paid simple interest at an annual rate of 10 per cent or, if the Regulations provide for another rate, that other rate, unless:
 - (a) the owners corporation has by resolution determined (either generally or in a particular case) that such amount is to bear no interest; or
 - (b) the owners corporation has, by resolution, determined (either generally or in a particular case) that a person may pay 10 per cent less if the person pays the amount before the date on which it becomes due and payable.
 - (6) A statement, notice or certificate issued by the owners corporation, its strata managing agent (if any) or the secretary of the strata committee about a matter or sum payable to the owners corporation (including under this by-law) is conclusive evidence of:
 - (a) the amount;
 - (b) any other fact stated in that statement, notice or certificate.
 - (7) Each Applicable Person and the owners corporation acknowledges and agrees that any agreement to waive or reduce or to receive in instalments any amount due by an Applicable Person must be in writing, signed by the proper representative of the owners corporation, and

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have been properly authorised by the owners corporation by passing the relevant motions at a properly convened general meeting. This clause does not apply to any Order.

23 Obstruction of building manager

An owner or an occupier of a lot must not interfere with or obstruct any Building Manager in the performance of the Building Manager's duties under a building management agreement entered into between the owners corporation and the Building Manager or in the use by the Building Manager of any part of the common property designated by the owners corporation for use by the Building Manager under such agreement.

24 Air conditioning

- (1) An owner of a lot acknowledges and agrees that they are liable at their cost under By-law 19 (Common Property memorandum) to maintain, repair or replace an air conditioning system, whether inside or outside of their lot, which serves only their lot.
- (2) An air conditioning system serving a lot includes an indoor unit, external condenser unit and all pipes, ducting, wiring and other equipment or attachments that are required to operate the air conditioning system in order to service the lot.
- (3) An owner of a lot is liable at their cost for any damage caused to any part of a lot, the common property or the property of another owner or occupier caused as a result of the owner's air conditioning system, including any failure by the owner to maintain, repair or replace an air conditioning system, whether inside or outside of their lot, which serves only their lot and must promptly repair that damage.

25 By-law for works (Lot 58)

(1) Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the owners corporation.

(2) Definitions & Interpretation

(2.1) Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.

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- (c) **“Bathroom Works”** means renovations to the bathroom of the Lot, including the full strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted).
- (d) **“Building”** means the building(s) situated at 1 Poplar Street SURRY HILLS NSW 2010.
- (e) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the owners corporation.
- (f) **“Conditions”** means the conditions specified in clause (4).
- (g) **“Insurances”** Means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers’ compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$10,000,000.00.
- (h) **“Lot”** means lot 58 in the Strata Scheme.
- (i) **“Owner”** means the owner(s) of the Lot.
- (j) **“owners corporation”** means the owners corporation created on registration of the Strata Scheme.
- (k) **“Strata Scheme”** means the strata scheme created upon registration of the strata plan no 57182.
- (l) **“WH & S Law”** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2011* (NSW).
- (m) **“Works”** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Bathroom Works together with the application of effective waterproofing and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

(2.2) Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;

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- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the owners corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word “includes” or “including” is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

(3) **Grant of special privileges**

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

(4) **Conditions**

(4.1) **Prior to commencement of the Works**

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the owners corporation:
 - (i) details of the location of all parts of the Works; and
 - (ii) information providing the proposed specifications, method of installation, and, where relevant, the type, colour, style and size of the Works;

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- (b) **(obtain written authorisation)** obtain the written authorisation of the owners corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure “A”**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the owners corporation;
- (f) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law; and
- (g) **(costs)** pay all the costs of the owners corporation including:
 - (i) reasonable professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) reasonable registration/consolidation fees for the registration of this by-law.

(4.2) **Compliant Works**

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

- (a) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (b) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (c) **(certification)** have structural and waterproofing and/or other certification as required by the owners corporation; and
- (d) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

(4.3) **Installation, repairs & maintenance**

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to “best practice” standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;

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- (c) ensure compliance with the requirements of any Authority and/or the owners corporation and ensure that the Works are carried out as and when required or when directed by the owners corporation from time to time;
 - (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
 - (e) ensure they are conducted expeditiously with a minimum of disruption;
 - (f) ensure they are conducted in a proper and workmanlike manner;
 - (g) effect and maintain the Insurances;
 - (h) preserve the structural, fire and waterproofing integrity of the Building;
 - (i) protect all affected areas of the Building from damage;
 - (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the owners corporation and in this regard the strata committee shall advise where and for what duration of time a skip-bin is permitted to be on the common property; and
- (4.4) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

Access

The Owner shall provide to the owners corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

(4.5) Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the owners corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

(5) Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the owners corporation may, without prejudice to its other rights and remedies demand cessation of the Works and/or enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the owners

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corporation) and recover as a debt those costs together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts.

(6) **Applicability**

This by-law binds and ensures to the benefit of any and all future Owners.

26 Major and minor works approval programme

Preamble

1.1 The purpose of this by-law is to:

- (a) provide a programme for the seeking of approval from the owners corporation to the carrying out of Works to a lot and to regulate the maintenance, repair and replacement of those Works.
- (b) delegate to the strata committee the power to approve Minor Works applications.

Definitions

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

- (a) **Approved Form** means the form approved from time to time by the strata committee of the Owners Corporation.
- (b) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the owner.
- (c) **Bond** means the amount of \$1,000.00 or another amount determined by the strata committee payable by the owner to the owners corporation. The strata committee shall notify the owner as to the amount payable prior to the owner commencing Works. The Bond may be in the form of a bank guarantee.
- (d) **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations and includes:
 - (i) any locking or other safety device for protection of an owner's lot against intruders or to improve safety within an owner's lot, unless the work falls within section 109(5) of the Act; or
 - (ii) any screen or other device to prevent entry of animals or insects into the lot unless the work falls within section 109(5) of the Act.
- (e) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the owners corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
- (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;

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- (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (g) **Major Works** means works that are not Minor Works or Cosmetic Works, and include:
- (i) work involving structural changes;
 - (ii) work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (iii) work involving waterproofing;
 - (iv) work for which consent or another approval is required under any other Act; and
 - (v) any other item prescribed by the Regulations pursuant to sections 109(5)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.
- (h) **Minor Works** has the same meaning as minor renovations as defined from time to time in the Act, the Regulations or as part of this by-law, including but not limited to:
- (i) renovating a kitchen;
 - (ii) changing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;
 - (v) work involving reconfiguring of internal walls;
 - (vi) installing a security or alarm system;
 - (vii) installing a reverse cycle split system air-conditioner;
 - (viii) replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected;
 - (ix) work involving the installation of a fold down bollard in the car space of a lot; and
 - (x) any other work prescribed by the Regulations.
- (i) **Works** means Minor Works and Major Works.

Conditions

3.1 Cosmetic Works

- (a) The owners corporation may add to the definition of Cosmetic Works from time-to-time by amending the definition of Cosmetic Works under the Act at a general meeting.
- (b) An owner may carry out Cosmetic Works to their lot without consent of the owners corporation.
- (c) An owner must ensure that:

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- (i) any damage caused to any part of the common property by the carrying out of Cosmetic Works by or on behalf of the owner is repaired; and
- (ii) the Cosmetic Works and any repairs must be carried out in a competent and proper manner; and
- (iii) the Cosmetic Works are maintained and kept in a state of good and serviceable repair.

3.2 Before Commencement of Works

- (a) Prior to commencement of any Works, an owner must submit to the strata committee:
 - (i) a duly completed Approved Form;
 - (ii) detailed specifications as to the Works to be undertaken including where applicable:
 - (A) specifications for any equipment to be installed as part of the Works including any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;
 - (B) a diagram depicting the location of or proposed installation points of all parts of the Works;
 - (iii) details of the duration of the Works and any impact on the common property or disruption to common property services or access; and
 - (iv) copies of any Insurance policies as relevant to the particular Works, if required.
- (b) Upon receipt of the Approved Form, the strata committee shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the strata committee may request the owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.
- (c) On making the determination, the strata committee shall inform the owner, in writing, of that determination.

3.2.1 Minor Works

- (a) The strata committee is delegated the functions under section 110 of the Act to approve Minor Works.
- (b) If the strata committee determines that the works are Minor Works, the strata committee may approve the Minor Works application.
- (c) If the Minor Works are approved by the strata committee, the owner may carry out the Minor Works without further consent of the owners corporation.
- (d) The owners corporation or strata committee may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the owner in writing of those conditions.

3.2.2 Major Works

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- (a) If the strata committee determines that works to be carried out are Major Works, the owner must lodge the Bond (if the Bond has not been lodged with the Approved Form) within fourteen (14) days from the date of notification to the owner by the strata committee of such determination.
- (b) Before commencement of any Major Works, the owner must:
- (i) provide a complete proposal concerning the Major Works including but not limited to:
- (A) plans and specifications of the proposed works;
 - (B) specifications for equipment to be installed as part of the Works including any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;
 - (C) a diagram depicting the location of or proposed installation points of all parts of the Works;
 - (D) engineering plans and certifications if requested by the owners corporation;
 - (E) any necessary approvals/consents/permits from any Authority; and
 - (F) a report(s) from an engineer nominated by the owners corporation concerning the impact of the Works on the structural integrity of the Building and any lot and the common property (if required);
- (ii) prepare and provide to the owners corporation:
- (A) a new by-law (as per Annexure A) under the Act, to amend the definition of "Major Works", "owner" and "lot" and include a new definition of "Plans" (where applicable) to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and a special privilege; and
 - (B) the owner's written consent to:
 - (1) the passing of the by-law conferring on them rights of exclusive use and enjoyment and a special privilege; and
 - (2) be responsible for the maintenance, repair and replacement of the Major Works,such by-law (marked **Annexure "A – Works"**) and form of consent (marked **Annexure "B – Consent"**) to be prepared substantially in the terms set out in **Annexures "A" and "B"** and to be considered at a general meeting of the owners corporation.
- (iii) pay for all costs of the owners corporation including:
- (A) legal fees for reviewing the proposal;
 - (B) fees for convening any meeting to consider the proposal;

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- (C) any other reasonable professional fees required to consider the proposal including but without limitation strata management fees and consultant fees; and
- (D) registration fees for the by-law contemplated in clause 3.2.2(b)(ii)(A);
- (iv) prepare and provide to the owners corporation a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the building (if required including any lot and the common property) that may be affected by the Major Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
- (v) obtain written consent to the date for the commencement of the Works from the owners corporation upon satisfaction of its obligations in clause 3.2.2(b) above. For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 3.2.2(b)(ii)(A) is passed by special resolution at a duly convened general meeting of the owners corporation.
- (c) Upon receipt of a by-law under clause 3.2.2(b)(ii)(A) the owners corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law such conditions to include (but not be limited to) those set out in clauses 3.2 to 3.12 (inclusive).

3.3 Specific Conditions

Unless prior written approval is granted by the owners corporation, the following conditions apply as relevant:

- (a) Where the Works include reconfiguration of walls the owner must ensure:
 - (i) No reconfigurations alter or impinge on the structural integrity of the building;
 - (ii) No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;
 - (iii) Walls containing wet areas must not be reconfigured;
 - (iv) Walls must not be added to create new wet areas; and
 - (v) A report from an independent structural engineer agreed to between the owner and the owners corporation must be provided certifying reconfiguration will have no structural impact and does not involve any load bearing walls.
- (b) Where Works involve the installation of a floor finish other than carpet:
 - (i) before commencement of Works, the owner must provide to the owners corporation or strata committee a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation to the lot will comply with clause 3.3(b)(ii)(B) below;
 - (ii) the owner must:
 - (A) ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an owner or occupier of another lot;

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- (B) ensure that the flooring is insulated with soundproofing underlay as specified by the owners corporation from time to time and shall not have a weighted standardised impact sound pressure level $L'_{nT,w}$ exceeding 50 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;
 - (iii) following the installation of a floor finish other than carpet in a lot, if there are any complaints about noise transmission through or from the floor of the lot (whether vertically or horizontally) the owners corporation or strata committee may require, and if it does so, the owner must provide the owners corporation or strata committee with a certificate from a qualified acoustic engineer acceptable to the owners corporation or strata committee. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.3(b)(i).
- (c) Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:
- (i) not be commenced without prior written approval from the owners corporation or strata committee; and
 - (ii) be carried out in a tradesmanlike and professional manner and comply with fire safety standards.
- (d) Where the Works involve the installation of air-conditioning units, the Works must:
- (i) have a new condenser unit (external) that:
 - (A) is mounted on vibration pads in a location so as to minimise noise and vibration;
 - (B) is installed unobtrusively on the location as approved by the owners corporation or strata committee in writing;
 - (C) is not visible from the street. All electrical and coolant lines must be concealed as much as possible; and
 - (D) does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified by an Authority or the owners corporation from time to time;
 - (ii) not be installed through or attached to windows;
 - (iii) be manufactured, designed and installed to specifications for residential/domestic use; and
 - (iv) have any condensation and run-off from the lot drained through existing drains or downpipes.
- (e) Where the Works involve the installation of a fold down bollard to the car space of a lot:
- (i) the owner must provide to the strata committee for approval:

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- (A) a description and picture of the proposed bollard to be installed including any manufacturer's brochure;
 - (B) details of the supplier who will be supplying the bollard; and
 - (C) diagram of the proposed mounting location of the bollard in the car space of the lot.
- (f) Owners must ensure that in carrying out Cosmetic Works and Works to the lot:
- (i) access panels are not blocked;
 - (ii) exhaust fans do not penetrate into the ceiling;
 - (iii) hot water service overflow pipes do not penetrate external walls but are plumbed into internal pipes in accordance with Australian Standards.

3.4 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the owner shall notify the owners corporation and each other owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.
- (b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the owner shall make arrangements with the Building Manager or strata managing agent regarding:
 - (i) the suitable times and method for the owner's contractors to access the building to undertake the Works; and
 - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.5 Compliant Works

To be compliant under this by-law, Works:

- (a) must be in keeping with the appearance and amenity of the building in the opinion of the owners corporation;
- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) must be in accordance with Australian Standards and the Building Code of Australia;
- (d) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed and provided to the owners corporation before commencement of the works for approval. If approved, the changes shall be certified by the fire certification controller appointed by the owners corporation;
- (e) must be in keeping with fire safety standards.

3.6 During construction

Whilst the Works are in progress the owner of the lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;

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- (b) ensure the Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours of 7:30 AM and 5:00 PM Monday-Friday and from 8.00 AM to 12.00 PM Saturday or such other times as are reasonably approved by the strata committee. No Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the owners corporation and keep all areas of the building outside the lot clean and tidy;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the owners corporation;
- (g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the owners corporation;
- (h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the owners corporation;
- (i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (j) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools) such works which may only be carried out between the hours of 9:00 AM and 12:00 PM or 1:00 PM to 4:00 PM Monday-Friday or such other times as are reasonably approved by the owners corporation;
- (l) ensure that the Works do not interfere with or damage the common property or the property of any other 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;
- (m) 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 (for clarity more than one inspection may be required);
- (n) observe all the other by-laws applicable to the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the consent in writing from the owners corporation and, where applicable, an Authority.

3.7 After construction

3.7.1 After the Works have been completed the owner must without unreasonable delay:

- (a) notify the owners corporation that the Works have been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;

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- (c) provide to the owners corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications;
- (d) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (e) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (f) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (g) 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 check compliance with this by-law or any consents provided under this by-law.

3.7.2 The owners corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that clauses 3.7.1(a)-(g) immediately above have been complied with.

3.7.3 Upon satisfaction of clause 3.7.1 the owners corporation will refund the Bond to the owner less any costs incurred by the owners corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.8 Statutory and other requirements

- (a) The owner must:
 - (i) comply with all requirements of the owners corporation, orders and requirements of any Authority relating to the Works;
 - (ii) ensure that the respective servants, agents and contractors of the owner comply with the said directions, orders and requirements;
 - (iii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (iv) comply with the provisions of the *Home Building Act 1989* and all other relevant laws including but without limitation in relation to fire safety.
- (b) The Works must:
 - (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.9 Enduring rights and obligations

3.9.1 An owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Works installed by them;

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- (b) properly maintain and upkeep those parts of the common property in contact with the Works;
- (c) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated;
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the lot's electricity or appropriate supply;
- (f) indemnify and keep indemnified the owners corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the owner; and
- (g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the owners corporation against any loss, damage to or destruction of the Works caused howsoever by the owners corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the owner or occupier is in breach of clause 3.11.

3.9.2 If the dilapidation report referred to in 3.2.2(b)(iv) of this by-law is obtained, the owner and the owners corporation acknowledge and agree that report shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

3.10 Recovery of costs

If an owner fails to comply with any obligation under this by-law, the owners corporation may:

- (a) by its agents, employees and contractors, enter upon the lot and carry out all work necessary to perform that obligation;
- (b) apply the Bond towards the costs incurred by the owners corporation to carry out that work;
- (c) recover from the owner the amount of any fine or fee which may be charged to the owners corporation; and
- (d) recover any costs from the owner as a debt due.

3.11 Essential Works

No owner or occupier shall refuse or restrict the owners corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the owners corporation) which may be attached to, in, under or about the Works including the common property structures or services, provided that the owners corporation shall give prior notice to the owner or occupier of the Essential Works (emergencies excepted).

3.12 Applicability

In the event that the owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

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ANNEXURE “A –WORKS”

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No 57182 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* for the purpose of improving or enhancing the common property to specifically authorise the works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No 57182 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < >

Lot < > Works

PART 1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2

APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of By-law 26 (Major and Minor Works Approval Programme) and all relevant definitions in By-law 1 (Definitions and Interpretation) are adopted for the purposes of this by-law with the exception of the definition of “Plans” (where applicable) and the amendment of the definition of “Major Works”, “Owner” and “Lot” as follows:

PART 3

DEFINITIONS

- 3.1 In addition to the definitions contained in By-law 1 (Definitions and Interpretation) and in Part 2 of By-law 26 (Major and Minor Works Approval Programme), the following definitions are also adopted:
- (a) “**Lot**” means lot _____ in Strata Plan No 57182.
 - (b) “**Major Works**” means the following works to the Lot and the common property:
 - (i) _____; and
 - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

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all of which is to be conducted strictly in accordance with the Plans (where applicable) and the provisions of this by-law.

- (c) “**Owner**” means the owner or owners for the time being of the Lot.
- (d) “**Plans**” means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law. **[DELETE IF NO PLANS]**

PART 4

CONDITIONS

4.1 The Owner must comply with any conditions set out by the owners corporation in relation to the Major Works. These conditions include:

- (a) The Owner must complete the Major Works by **[INSERT DATE]**. If the Owner has not completed the Major Works by **[INSERT DATE]** the owners corporation will issue the owner with a “Notice to Complete” which records that
 - (i) the Major Works must be completed within 21 days of the date of the Notice to Complete; and
 - (ii) if the Major Works have not been completed within 21 days of the date of the Notice to Complete the owners corporation may retain part of the Owner’s bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]

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THE OWNERS – STRATA PLAN NO 57182

Annexure “B”

CONSENT UNDER SECTION 143
STRATA SCHEMES MANAGEMENT ACT 2015
STRATA SCHEME 57182

TO: The Registrar General
 NSW Land Registry Services
 Level 30, 175 Liverpool Street
 SYDNEY NSW 2000

I/We, _____, the owner(s) of Lot [INSERT NUMBER]
CONSENT to the making of a common property rights by-law conferring upon me/us a special privilege in relation to the common property for the performance of certain works to benefit Lot [INSERT NUMBER] and the exclusive use and enjoyment of the common property directly affected by those works subject to the conditions of such by-law, including but without limitation conferring upon me/us the responsibility to repair and maintain the common property directly affected by those works.

Dated:

.....

Signature of owner of Lot [INSERT NUMBER]

.....

Signature of owner of Lot [INSERT NUMBER]

cc: The Owners – Strata Plan No 57182

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27 Short Term Letting By-law

1. An owner or occupier is prohibited from entering in to a short-term rental accommodation arrangement if the lot is not the owner or occupiers principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.
2. An owner or occupier who is eligible to enter into a short term rental arrangement of their lot due to it being their principal place of residence must adhere to the Code of Conduct pursuant to Fair Trading Act 1987 Section 54B(1) and Fair Trading Regulations Part 2A Clause 11A declaration of code of conduct applying to short-term rental accommodation industry participants.

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 57182 was affixed on 22nd February 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal.

Signature: 

Name: Marulie Dufay

Authority: Strata Managing Agent



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Applicant: INFOTRACK PTY LIMITED

Your reference: 12860

Address of property: 1 Poplar Street , SURRY HILLS NSW 2010

Owner: THE OWNERS - STRATA PLAN NO 57182

Description of land: Lot 1 DP 877571, Lots 1-103 SP 57182

Certificate No.: 202333217

Certificate Date: 8/05/23

Receipt No:

Fee: \$53.00

Paid: 8/05/23

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



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

CERTIFICATE ENQUIRIES:

Ph: 9265 9333

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

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

DEVELOPMENT CONTROLS

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

ZONING

Zone MU1 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure land uses support the viability of nearby centres.
- To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

PROPOSED ZONING

Employment Zones Reform Implementation

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and

Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

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

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

Planning Proposal – Performance Standards for Net Zero Energy Buildings

The objective of this planning proposal is to reduce energy consumption and the associated greenhouse gas emissions of office, shopping centre and hotel developments, as well as improve the resilience of these developments to the impacts of climate change. The intended outcome will be to facilitate net zero energy development by 2026 for development subject of this planning proposal. This will occur through amendments to the following: • Sydney Local Environmental Plan 2012 • Sydney Local Environmental Plan (Green Square Town Centre) 2013 • Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

Draft B Development Control Plan Performance Standards for Net Zero Energy Buildings 2021:

The purpose of this draft Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions that set out energy performance standards for net zero energy buildings

Planning Proposal: Affordable Housing Program Update 2022:

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green

Square Town Centre LEPS). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Retail Review and Retail Parking

This planning proposal is to amend the planning controls that currently apply to the proposed expanded retail area and amend parking controls for retail development that currently apply across the entire City of Sydney LGA..

Draft Sydney Development Control Plan 2012 – Retail Review of Southern Sydney Amendment:

The purpose of this Development Control Plan (DCP) is to amend the Sydney Development Control Plan 2012, which was adopted by Council on 14 May 2012 and came into effect on 14 December 2012. The provisions guide future development of all land to which this development control plan applies.

HERITAGE

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

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

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

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is

investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

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

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

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.

This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

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

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

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.

- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

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

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

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

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

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

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

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in

the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

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

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

This SEPP does not apply to the land.

(3) Contribution plans

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

<ul style="list-style-type: none"> ▪ Central Sydney Development Contributions Plan 2020 – in operation 26th November 2021 	YES
<ul style="list-style-type: none"> ▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016 	NO
<ul style="list-style-type: none"> ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007 	NO

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

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

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

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

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. 	NO

<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO

Housing Internal Alterations Code

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

Commercial and Industrial Alterations Code

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

Subdivisions Code

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

Rural Housing Code

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

General Development Code

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

Demolition Code

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

(5) Exempt Development

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

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

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

All Exempt and Complying Development Codes

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

(6) Affected building notices and building product rectification orders

- (1)
 - (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
 - (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

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

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

(7) Land reserved for acquisition

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

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

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

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

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

(9) Flood related development controls information.

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

Property is within the flood planning area	NO
Property is outside the flood planning area	YES
Property is within a buffer zone	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.

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

(3) In this section

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

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

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

(10) Council and other public authorities policies on hazard risk restrictions:

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

(11) Bush fire prone land

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

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

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

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

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

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

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

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

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

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

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

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

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:

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

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

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

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

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

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

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

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

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

End of Document



Standard Form Agreement

Standard form residential tenancy agreement

Landlord copy

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

18 May 2023 at **Pyrmont, 2009**

between **Rory Morris, Tahlia Gollasch** and **David Connelly**

Landlord

David Connelly

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

Tenants

Rory Morris

Tahlia Gollasch

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) 52 weeks
- Periodic (No End Date)

Starting on **the 26th of May 2023** and ending on **the 23rd of May 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

803/1 Poplar Street, Surry Hills NSW 2010

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 **\$850.00 per week**, payable in advance starting on **the 26th of May 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	102300

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

Rental Bond

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

A rental bond of **\$3400.00** must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
 the landlord's agent, or
 NSW Fair Trading through Rental Bonds Online

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

Occupants

No more than 2 person(s)

No more than 2 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 297 114

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.]

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 Rory Morris the 18th of May 2023 	Initialled by Tahlia Gollasch the 18th of May 2023 
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[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 Rory Morris the 18th of May 2023 	Initialed by Tahlia Gollasch the 18th of May 2023 
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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 Rory
Morris
the 18th of May 2023

Initialled by Tahlia
Gollasch
the 18th of May 2023

[Additional terms may be included in this agreement if:

- both the landlord and tenant agree** to the terms, and
- they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- 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 Rory
Morris
the 18th of May 2023

Initialled by Tahlia
Gollasch
the 18th of May 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:

- to supervise and keep the animal within the premises, and
- to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- to ensure that the animal is registered and micro-chipped if required under law, and
- 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

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 ____/____/____, rent is to be increased to \$____ per ____.

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:

- the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
- the tenant breached this agreement;
- 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
- 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 by the tenant to the landlord is dishonoured upon presentation to a financial institution, then **the tenant is liable** to pay a \$30 dishonour fee to the landlord. The tenant must pay the dishonour fee within 7 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

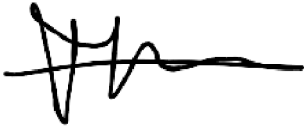
It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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 18th of May 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 18th of May 2023



SIGNED BY THE TENANT

Tenant #1
Rory Morris
the 18th of May 2023

Tenant #2
Tahlia Gollasch
the 18th of May 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

Rory Morris

the 18th of May 2023

Tenant #2

Tahlia Gollasch

the 18th of May 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 Rory Morris

Agreed by Tahlia Gollasch

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: //8/
Purchaser: //5/
Property: Unit //18/, //12/, //13/, //14/
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (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. 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

10. All outgoings 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.
11. 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?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. 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.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 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.
16. 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?
- 17.
- (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?
18. 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.
- 19.
- (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**
20. 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?
- 21.
- (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
 - (ii) 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

22. 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.
23. Are there any mediations currently being conducted by the Commissioner for Fair Trading, Department of Customer Service in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. 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.
25. 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.
26. 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?
27. 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

28. Has the initial period expired?
29. 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?
30. If the Property includes a utility lot, please specify the restrictions.
31. 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?
32. 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 or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. 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.
35. 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.
36. 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?
37. 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.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. 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?
40. 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.

41. 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.
42. 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?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. 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

45. 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

46. 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 5 business days prior to completion.
47. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
48. If any document created 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.
49. Searches, surveys and enquiries must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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

52. 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.