

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	OXFORD REAL ESTATE PTY LTD 40-42 Flinders Street, Darlinghurst NSW 2010 carla@oxfordagency.com.au	phone 02 9331 2180 fax 02 9331 2991 ref Carla Falato
co-agent	Not Applicable	phone fax ref
vendor	JAMES MICHELMORE & JOHNSON PTY LTD (ACN 001 275 127) c/- 40-42 Flinders Street, Darlinghurst NSW 2010	
vendor's solicitor	BARTIER PERRY Level 25, 161 Castlereagh St, Sydney NSW 2000 PO Box 2631, Sydney NSW 2001 email: ochurilina@bartier.com.au	phone 02 8281 7800 fax 02 8281 7838 ref Oxana Churilina OAC 237545
date of completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	70A CRYSTAL STREET, PETERSHAM NSW 2049 Registered Plan: Lot 11 in Deposited Plan 1228844 Folio Identifier 11/1228844	
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 type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Boarding House	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input checked="" type="checkbox"/> other documents: See item 60 in the List of Documents	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	Tenants' fixtures and fittings
purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer	email: phone fax ref
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

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 JAMES MICHELMORE & JOHNSON PTY LTD 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 _____ 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>

Choices

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

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) NO yes

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

Parties agree that the deposit be invested (clause 2.9) NO yes

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's 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

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

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

70A CRYSTAL ST PETERSHAM NSW 2049

THESE ARE THE ADDITIONAL CLAUSES FORMING PART OF THE CONTRACT FOR SALE BETWEEN **JAMES MICHELMORE & JOHNSON PTY LTD ACN 001 275 127** (AS VENDOR) AND (AS PURCHASER)

DATED: 2023

1. AMENDMENT TO STANDARD FORM

The printed standard form contract is amended as follows:

- 1.1 In clause 2.9 the following words are added after the word “equally”:
“if this contract is completed, and otherwise to the party entitled to the deposit”.
- 1.2 In clause 7.1.1, “5%” is amended to “1%”.
- 1.3 In clause 7.2.4, the words **“and the costs of the purchaser”** are deleted.
- 1.4 In clause 8.1.1, the words **“on reasonable grounds”** are deleted.
- 1.5 In clause 8.1.2, the words **“and those grounds”** are deleted.
- 1.6 In clause 10.1, the first line is replaced with:
“The purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of – ”.
- 1.7 The following words are added at the end of clause 12.2.1
“other than a building certificate”.
- 1.8 Clause 14.4.2 is amended to read as follows:
“By adjusting the amount actually paid or payable by the vendor in respect of the property”.
- 1.9 Clause 24.1.1 is deleted.
- 1.10 Clause 28 is deleted.
- 1.11 Clause 29 is deleted.
- 1.12 In clause 30.2, the number **“7”** is replaced with the number **“14”**.
- 1.13 In clause 30.7, the following words are deleted:
“but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee”.
- 1.14 Clause 30.11 is deleted.

2. STATE OF REPAIR

- 2.1 The property, including all improvements and inclusions, is sold in its present condition and state of repair and subject to all faults and defects both latent and patent.
- 2.2 The purchaser acknowledges that the purchaser has had the opportunity to inspect the property and obtain its own expert reports.
- 2.3 The purchaser does not rely on any representation made by or on behalf of the vendor to the purchaser.

3. VENDOR DISCLOSURE

- 3.1 The purchaser acknowledges that the documents as marked or numbered in the List of Documents on page 4 of this contract are attached to and form part of this contract.
- 3.2 The purchaser acknowledges that all matters disclosed or described in this contract are specifically disclosed and clearly described.
- 3.3 The vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this contract.
- 3.4 The purchaser warrants that it is relying entirely on its own enquiries in relation to the documents attached to this contract.
- 3.5 The purchaser cannot make any claim or requisition or rescind or terminate because:
- (a) of any matter disclosed or described in this contract; or
 - (b) any document attached to this contract is incomplete or inaccurate.
- 3.6 The purchaser acknowledges that it has not entered into this contract in reliance on any documents or brochures produced or any expressed or implied statement, representation, promise or warranty made by the vendor or on its behalf (including any real estate agent) in respect of any matter relating to the property or which has or may have an effect on the property.

4. AGENT

- 4.1 The purchaser warrants that the purchaser was not introduced to the vendor or the property directly or indirectly by any person other than the agent named in this contract.
- 4.2 The purchaser indemnifies the vendor from any loss sustained by the vendor as a result of a breach of this warranty, including in respect of legal fees and expenses incurred by the vendor in resisting any claim for commission.
- 4.3 This clause does not merge on completion.

5. DELAY IN COMPLETION

- 5.1 If completion does not occur by the date for completion, either party (not being in default) is entitled at any time after the date for completion to serve a notice to complete making time essential and requiring completion to take place not less than 14 days after service of the notice.
- 5.2 This notice may nominate a specified hour on the last day as the time for completion.
- 5.3 A notice to complete may be withdrawn at any time prior to completion.
- 5.4 If the purchaser does not complete this purchase by the date for completion, the purchaser must pay to the vendor on completion, in addition to the balance of the purchase price, an amount calculated at the rate of 8% per annum on the balance purchase price computed at a daily rate from the day immediately after the date for completion to the day on which the sale is actually completed. The purchaser agrees that this amount is a genuine pre-estimate of the vendor's loss caused by the delay in completion.

5.5 The provisions of this clause do not apply to the extent that any delay is caused or substantially contributed to by the vendor.

6. PURCHASER'S WARRANTIES AND INDEMNITIES

6.1 The purchaser represents and warrants that:

- (a) the purchaser has not relied on or been induced to enter into this contract or proceed to completion by any representation, warranty or promise (including, but not limited to, the potential or present yield, use or development of the property) made by this contract or by or on behalf the vendor, its agent or solicitor;
- (b) in entering into this contract, it has relied entirely on its own independent investigations and enquiries about the property; and
- (c) the purchaser has obtained its own independent professional advice on the terms of this contract and on the nature of the property and its permitted uses.

6.2 The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this additional clause 6.

6.3 The purchaser indemnifies and keeps indemnified the vendor against any liability, loss or cost arising out of any breach of the warranties in this additional clause 6.

6.4 The vendor may recover from the purchaser a payment pursuant to the indemnity granted to the vendor under this additional clause 6 before the vendor makes the payment to the party which has successfully pursued a claim against the vendor in respect of which the indemnity is given.

6.5 The purchaser cannot make any claim, objection or requisition, delay completion or rescind or terminate this contract in respect of any information it has obtained in relation to the property as result of any matter raised in this clause.

6.6 This clause does not merge on completion.

7. GUARANTEE & INDEMNITY

7.1 In consideration of the vendor to enter into this contract at the request of the Guarantor the Guarantor hereby:

- (a) guarantees to the vendor the due and punctual performance by the purchaser of the terms and conditions contained or implied in this contract on the part of the purchaser to be performed or observed, including the due and punctual payment of all monies payable by the purchaser to the vendor under or in consequence of this contract or any breach thereof by the purchaser; and
- (b) covenants with the vendor that in the event of the purchaser in any respect failing to perform or observe any of the terms or conditions contained or implied in this contract on the purchaser's behalf to be performed or observed the Guarantor as a principal debtor shall indemnify the vendor against all losses, damages, costs or expenses which may be incurred by the vendor by reason of any and all failures on the part of the purchaser to perform and observe any of such terms and conditions.

7.2 This guarantee and indemnity shall in no way be determined, discharged or impaired by reason of any of the following:

- (a) any variation or variations whether with or without the consent or knowledge of the Guarantor or any other guarantor and whenever made, of any of the provisions of this contract; or
- (b) any breach or breaches whether wilful or otherwise of any of the obligations of the purchaser contained or implied in this contract, and whenever committed, whether with or without the consent or knowledge of the Guarantor or of the vendor or any other guarantor; or
- (c) the winding-up or dissolution of the purchaser or the Guarantor or any other guarantor; or
- (d) the death or the sequestration in bankruptcy of the estate of the purchaser or the Guarantor or any other guarantor; or
- (e) the unenforceability in whole or in part of this guarantee and indemnity against the Guarantor and any other guarantor or the fact that it has been held that this guarantee and indemnity is unenforceable against the Guarantor or any other guarantor; or
- (f) the fact that this contract is not duly executed by the vendor, the purchaser or the Guarantor or any other guarantor; or
- (g) any other fact, circumstance or thing whatsoever which but for this provision might determine, discharge or impair this guarantee and indemnity.

7.3 If there is more than one Guarantor then each and every reference to the Guarantor shall mean all such guarantors separately and together.

7.4 The Guarantors are and

SIGNED SEALED AND DELIVERED)
 By the said)

In the presence of:)

 Witness

 Signature of

SIGNED SEALED AND DELIVERED)
 By the said)

In the presence of:)

 Witness

 Signature of

8. OCCUPANCY AGREEMENTS

- 8.1 The property is sold subject to the existing Occupancy Agreements particularised in the Schedule of Occupancy Agreements annexed to this contract and any new Occupancy Agreements granted in accordance with clause 8.4 (together "Occupancy Agreements"). The benefit of such of the Occupancy Agreements as are still in force on completion of this contract will be given to the purchaser on completion. The purchaser will take title to the property subject to and may not make any objection, requisition or claim for compensation, delay completion nor rescind this contract in respect of any matter referred to in or arising out of the Occupancy Agreements.
- 8.2 The purchaser has inspected the Occupancy Agreements and is aware of the covenants thereof and undertakes at all times to observe the vendor's covenants and obligations in the Occupancy Agreements and hereby indemnifies and agrees to keep indemnified the vendor in respect of any claim against or moneys which may become payable by the vendor in the event of any breach on or after completion of this contract by the purchaser or the purchaser's assignees or successors in title of any such covenants or obligations or any of them.
- 8.3 The vendor makes no representation or warranty as to what, if any, fittings and fixtures are the property of the vendor and what, if any, fixtures and fittings are the property of any resident and the purchaser acknowledges having satisfied itself in this regard prior to signing this contract.
- 8.4 The vendor after first having obtained the consent of the purchaser (which consent must not be unreasonably withheld or delayed) may at any time prior to completion negotiate and enter into new Occupancy Agreements of any part of the property at the best market rent reasonably obtainable.
- 8.5 The vendor does not warrant that the Occupancy Agreements or any of them will still be in force at completion or that the residents or any of them will not be in default thereunder and the purchaser may make no objection, requisition, claim for compensation, delay completion nor rescind this contract in respect of those matters.
- 8.6 Occupancy fees, security deposits and all other moneys paid or payable by the residents of the property will be apportioned between the vendor and the purchaser in accordance with standard clause 14 by the Managing Agent (Oxford Real Estate).
- 8.7 The provisions of this clause shall not merge on completion of this contract.

9. INCAPACITY

- 9.1 Without affecting any of the vendor's other rights or remedies, if the purchaser:
- (a) is an individual and dies or becomes bankrupt or becomes mentally ill or incapable of managing his own affairs, the vendor may rescind; or
 - (b) is a company; and
 - (i) resolves to go into liquidation;
 - (ii) a petition for its winding up is presented and not withdrawn within 30 days after presentation;
 - (iii) enters into any scheme of arrangement with its creditors; or

- (iv) a liquidator, provisional liquidator, trustee, receiver, receiver and manager, administrator or similar official is appointed over its assets or undertaking,

the purchaser is regarded as not having complied with this contract in an essential respect and the vendor can terminate this contract under clause 9.

10. ALTERATIONS TO CONTRACT

Each party authorises its solicitor or any employee of that solicitor, at any time after signature and prior to the time of exchange of contracts, to make alterations to this contract, including the addition of annexures and any such alteration or addition shall be binding upon the party deemed to have authorised the same; and any annexure so added shall form part of the contract as if it was annexed prior to the contract being signed.

11. REMOVAL OF CHARGES

11.1 The vendor:

- (a) is not obliged to remove any charge on the property or the land of which the property forms part for any rate, tax or outgoings until completion of this contract is effected;
- (b) is not to be taken to be unable, unready or unwilling to complete this contract because of the existence of any charge on the property or the land of which the property forms part from any rate, tax or outgoing; and
- (c) may serve a notice to complete on the purchaser notwithstanding that at any time the notice is served or at any time after that time there is a charge on the property for a rate, tax or outgoing.

12. GOING CONCERN SALE

12.1 Clause 13.4 of the printed standard form contract applies. The other provisions in clause 13 are deleted, except for clause 13.1.

12.2 The purchaser must pay to the vendor an amount equal to any GST for which the vendor is liable on any supply by the vendor under this contract.

12.3 The purchaser warrants that it is registered for GST.

12.4 The vendor and the purchaser agree that the supply of land completed under this contract is a supply of a going concern for the purposes of section 38–325 of the GST Act.

12.5 The vendor must carry on the enterprise conducted on the land in a proper and business-like way until completion.

12.6 However, if the vendor has reason to believe that the purchaser is not registered for GST or if the Commissioner for Taxation indicates that he does not or will not treat the supply of land under this contract as a supply of a going concern, the purchaser agrees that the sale of land is a taxable supply.

12.7 The purchaser also agrees that a supply for which the forfeited deposit is some or all of the consideration is a taxable supply.

12.8 The purchaser must make any payment under this clause on the earlier of:

- (a) completion; or
- (b) if the vendor becomes liable for GST upon the occurrence of some other event (including but not limited to forfeiture of a deposit) – within 7 days of a written request by the vendor for payment, which request may be in the form of a tax invoice.

12.9 Unless the margin scheme applies to a supply, the purchaser is not obliged to make any payment under this clause in respect of that supply until it has received a tax invoice.

13. REQUISITIONS ON TITLE

13.1 The purchaser agrees that the only form of general requisitions on title that it is entitled to raise under Clause 5.1 of the contract are the Requisitions on Title attached to this contract.

14. CHRISTMAS COMPLETION

14.1 If the date for completion falls between 23 December 2023 and 10 January 2024 inclusive, then the date for completion must be extended to and be deemed to be 11 January 2024 or such later date as agreed to by the parties in writing.

14.2 If a party becomes entitled to serve a notice to complete then such notice must not specify a completion date between 23 December 2023 and 10 January 2024 inclusive. If any notice to complete does specify a completion date between 23 December 2023 and 10 January 2024 inclusive, then such completion date must be extended and will be deemed to be 11 January 2024.

SCHEDULE OF OCCUPANCY AGREEMENTS

Part of Property	Resident	Commencement Date	Occupancy Fee as at Commencement Date
Carspace 1	Raja Sameer Gagguturu	2 February 2023	\$40 per week
Room 1	Fellipe Matheus Ribeiro Castro	4 October 2023	\$350 per week
Room 2	Raja Sameer Gagguturu	29 October 2021	\$260 per week
Room 3	Maria Campos	30 March 2023	\$320 per week
Room 4	Carolina Ruiz Rubio	21 January 2022	\$260 per week
Room 6	Prajakta Vijaykumar Ingale	24 August 2022	\$260 per week
Room 7A	Jemma Clarke	4 May 2020	\$200 per week



2nd March 2023

RE_ **CARSPACE AGREEMENT_ Car Space 1/70a Crystal Street, Petersham NSW 2049**

I Raja Sameer Gagguturu, hereby agree to occupy Car Space 1 listed above;

For a weekly fee commencing on the 2nd February 2023

Payable to the following account

Oxford Real Estate Trust Account

BSB: 062 220

ACC: 00 129 550

Reference: 101575

This agreement is for a minimum term of 3 Months.

There after either party may give no less than one months' notice in writing to deliver possession of the premises and return swipe access.

Key Deposit

~~\$160~~ ~~\$100~~  G. Raja Sameer

One week Rent

\$40

TOTAL

~~\$200~~ \$140  G. Raja Sameer



Mary El Khoury
Property Manager

m. 0477 557 778

e. mary@oxfordagency.com.au



Raja Gagguturu
Tenant

m. 0452 524 669

e. grajasameer@gmail.com

40 Flinders Street
Darlinghurst NSW __ 2010

Phone 02 9331 2180
Email hello@oxfordagency.com.au
oxfordagency.com.au

Commercial __ ABN 61 836 518 527

Residential __ ABN 78 002 158 349

City South __ ABN 59 784 041 086



OXFORD AGENCY KEY RECEIPT

PROPERTY ADDRESS: C/S 1/70a Crystal Street,
Peterborough.



NAME: RASA SAMEER GAGGUTURU

NUMBER OF KEYS ISSUED: 1

DATE: 02ND MARCH 2023

SIGN: G. Raja Sameer

Oxford Real Estate Occupancy Agreement – Boarding Houses

Proprietor	JAMES MICHELMORE & JOHNSON PTY LTD
Resident	Fellipe Matheus Ribeiro Castro

Room	Address
1	70A Crystal Street, Petersham NSW 2049

The residents Room is: Unfurnished Furnished

(If furnished, an inventory for the room can be attached)

Other areas of the premises which are available for use by the resident

Kitchen/s Bathroom/s Common room Laundry

Commencement Date	Term of Agreement	Occupancy Fee	Security Deposit
3/10/2023 4/10	3 Month Min. Stay	\$350.00	\$700.00

If I leave the residence before 3 months I will forfeit my security deposit

AGREEMENT TERMS

- Condition of the Premises (refer to occupancy principle 1) The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.
- House Rules (refer to occupancy principle 2) The resident agrees to comply with all of the rules of the boarding house (“the rules”), which are listed on the attached “Statement of House Rules.” If the resident does not comply with any or all of the rules the proprietor agrees, in the first instance, to give a written warning to the resident. However, if the breach of any or all of the rules continues or, if a breach of any or all of the rules is serious, in that it puts the safety of other people in the premises or the actual premises at risk, then the proprietor may issue a notice to terminate this agreement.
- Penalties (refer to occupancy principle 3) the resident may be required to pay a penalty for a breach of the occupation agreement or a breach of the rules.
- Quiet Enjoyment (refer to occupancy principle 4) the proprietor agrees not to cause or permit any interference with the resident’s quiet enjoyment of the premises.
- Inspections and Access (refer to occupancy principle 5) the proprietor may enter the resident’s room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below.

Reason for Termination by Resident	Notice Period
Breach of Agreement by proprietor	7 Days
No grounds/Any other reason (After minimum stay requirements)	7 Days

The agreement terminates when either of the following occurs first; when the notice period expires or when the resident moves out.

10. Dispute Resolution (refer to occupancy principle 11) the proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them that arise from this agreement. Where this is not possible, either party may apply to the Consumer Trader and Tenancy Tribunal in order to have the dispute formally resolved.

11. Written Receipts (refer to occupancy principle 12) the proprietor agrees to provide the resident with a written receipt for monies paid for occupation fees, the security deposit and for any utility charges. The receipt should be provided to the resident immediately.

12. Use of the Premises the resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose.

13. If the tenant vacates the property prior to meeting the minimum term of the agreement the tenant will forfeit their security deposit.

NOTE: No agreement term is enforceable which is not consistent with the occupancy principles in the *Boarding Houses Act 2012*. The occupancy principles are attached.

Print: Mary El Khoury

Signed: _____

(On behalf of Proprietor)

Date: _____

4/10/23

Print: Fellipe Matheus Ribeiro Castro

Signed: _____

(Resident)

Date: _____

4/10/23

HOUSE RULES

1. The house rules of this lodging house apply to all the lodgers and their visitors.
3. I acknowledge that I have been granted the right to occupy and reside in this property for the purpose of use as a residence, with-out having been given the right to exclusive possession of such premises, but the owner remains in possession and occupation (either personally or by his servant) and retains the character of master of the house and with the owner exercising control and dominion over the whole of the property.
4. Occupancy Fee must be paid in advance at all times. Arrears of fees will not be tolerated, lodger(s) that are in arrears what so ever I shall be evicted immediately by the owner/his agent/servant with notice.
5. Doors must not be slammed at any time.
6. No rubbish is to be thrown from the windows of the premises nor left in the hallways.
7. Any person caught stealing from the premises will be charged. The owner/agent/servant reserves the right to have undesirable persons removed from the premises immediately
8. No drugs or alcohol, except those prescribed for medical reasons.
9. For the security of the lodgers, the front and back doors will be kept closed at all times. Please remember to carry your keys.
10. Any disruption or noise must be kept to a minimum after **9:00pm** and consideration shown to other lodgers at all times any breach of this condition shall result in immediate eviction.
11. Lodgers will be held responsible for any damage to the premises and will be held liable for the cost of repairs, and cleaning and rubbish removal.
12. A minimum of one **(1) week's notice** shall be given to the owner/agent/servant prior to vacating once your fixed term as expired.
13. All lodgers are to provide their own toiletries. But acknowledge the owner's servant shall clean and maintain all common areas and communal bathrooms.
 - I acknowledge the owner/agent reserves the right to change/alter the house rules at any time without notice.
 - Any items left on the property after vacation or eviction shall be deemed the property of the proprietor of the house and may be disposed of without liability.
 - All tariffs are paid up to date of vacating.
 - Room and its furnishings are in same condition (less for wear and tear).
 - And all keys to the property have been handed back to the owner/agent.
15. **All key deposits will be returned via Cheque or bank transfer. No refunds in cash will be given.**
18. No pets are allowed at any time.
20. No smoking is allowed in rooms at any time.

Upon vacating, the lodger will pay \$220.00 as a standard cleaning fee. The lodger acknowledges if the premises are left in an unreasonable state, the fee will be payable as well as an additional cleaning fee.

Oxford Real Estate Occupancy Agreement – Boarding Houses

Proprietor	JAMES MICHELMORE & JOHNSON PTY LTD
Resident	Raja Sameer Gagguturu

Room	Address
2	70a Crystal St, Petersham 2049

The resident's room is: Unfurnished Furnished
 (If furnished, an inventory for the room can be attached)

Other areas of the premises which are available for use by the resident

Kitchen/s Bathroom/s Common room Laundry

Commencement Date	Term of Agreement	Occupancy Fee	Security Deposit
29/10/2021	3 Month Minimum	\$ 260.00 per week	\$520.00

AGREEMENT TERMS

1. Condition of the Premises (refer to occupancy principle 1). The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.

2. House Rules (refer to occupancy principle 2). The resident agrees to comply with all of the rules of the boarding house ("the rules"), which are listed on the attached "Statement of House Rules." If the resident does not comply with any or all of the rules the proprietor agrees, in the first instance, to give a written warning to the resident. However, if the breach of any or all of the rules continues or, if a breach of any or all of the rules is serious, in that it puts the safety of other people in the premises or the actual premises at risk, then the proprietor may issue a notice to terminate this agreement.

3. Penalties (refer to occupancy principle 3). The resident may be required to pay a penalty for a breach of the occupation agreement or a breach of the rules.

4. Quiet Enjoyment (refer to occupancy principle 4). The proprietor agrees not to cause or permit any interference with the resident's quiet enjoyment of the premises.

5. Inspections and Access (refer to occupancy principle 5). The proprietor may enter the resident's room at a reasonable time with reasonable notice on reasonable grounds. Agreed access and notice periods are set out below.

Reason For Access	Notice Period
In the case of an Emergency, including emergency repairs or inspections	Immediate Access
To clean the premises	24 Hours
To carry out repairs	24 Hours
To show the room to a prospective resident	24 Hours
To carry out inspections	24 Hours

6. Notice of Fee Increase (refer to occupancy principle 6). The resident is entitled to 4 weeks' written notice of any increase in the occupancy fee.

7. Utility Charges (refer to occupancy principle 7). The proprietor may charge an additional amount for utilities if the resident is made aware of the charge on signing this agreement AND the resident has been informed as to how the charge will be calculated. Charges must be based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

8. Security Deposit (refer to occupancy principle 8). The proprietor is entitled to receive a security deposit of \$520.00 this amount being no more than the sum of two (2) weeks' occupation fee. The security deposit is payable on the day the agreement is signed. The security deposit will be returned to the resident within 14 days after the end of this agreement unless it is claimed by the proprietor for a particular reason allowed for in the *Boarding Houses Act 2012* (NSW).

9. Termination (refer to occupancy principles 9 and 10). The proprietor or resident may terminate the agreement by giving written notice to the other. The notice will include the reason for the termination and, where the proprietor is evicting a resident, a reasonable notice period. Agreed reasons for termination and notice periods are set out below.

Reason for Termination by Proprietor	Notice Period
Violence or threats of violence towards anyone living, working or visiting the premises	Immediate*
Wilfully causing damage to the premises, or using the premises for an illegal purpose	1 Day
Continued and serious breach of this Agreement or the rules following a written warning	3 Days
Negligently causing damage to the premises	3 Days
Minor breach of the house rules following a written warning	3 Days
Non-payment of the occupation fee	7 Days
Any other breach of this Agreement or the rules	7 Days
Vacant possession is required, for example, because the premises have been sold or require renovation or demolition or there is to be a change in the use of the premises	10 Days
No grounds/any other reason (as stated in the termination notice)	10 Days

* Immediate termination is likely to be necessary in this situation to protect other residents, the proprietor, the manager, or other people.

Reason for Termination by Resident	Notice Period
Breach of Agreement by proprietor	7 Days
No grounds/any other reason (after Term of Agreement)	7 Days

This agreement terminates when the first of either of the following occurs: when a notice period expires or when the resident moves out.

10. Dispute Resolution (refer to occupancy principle 11). The proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them that arise from this agreement. Where this is not possible, either party may apply to the Consumer, Trader and Tenancy Tribunal in order to have the dispute formally resolved.

11. Written Receipts (refer to occupancy principle 12). The proprietor agrees to provide the resident with a written receipt for monies paid for occupancy fees, the security deposit and for any utility charges. The receipt should be provided within a reasonable time period after the payment is received.

12. Use of the Premises. The resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose and to respect other residents' rights to quiet enjoyment of the premises.

13. If the tenant vacates the property prior to meeting the minimum term of the agreement the tenant will forfeit the security deposit.

14. This agreement is not a residential tenancy agreement or any other kind of rental agreement but is instead an occupancy agreement under the *Boarding Houses Act 2012* (NSW).

15. Failure or delay in exercising any right, power, or privilege in this agreement by the proprietor (or a person acting on behalf of the proprietor) does not operate as a waiver of that right, power, or privilege.

NOTE: No agreement term is enforceable which is not consistent with the occupancy principles in the *Boarding Houses Act 2012* (NSW). The occupancy principles are attached.

Print: Mary El Khoury

Print: Raja Sameer Gagguturu

Signed:  _____

Signed:  _____

(on behalf of Proprietor)

(Resident)

Date: 29/10/2021

Date: 29/10/2021

Occupancy principles

NB: These principles are contained in Schedule 1 of the *Boarding Houses Act 2012* and apply to residents of NSW boarding houses which are covered by this Act.

1 State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure.

2 Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

3 Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

4 Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

5 Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

6 Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

7 Utility charges

(1) The proprietor is entitled to charge a resident an additional amount for the use of a utility if:

- (a) the resident has been notified before or at the time of entering the occupancy agreement of the use of utilities in respect of which the resident will be charged, and
- (b) the amount charged is based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

(2) A utility for the purposes of this clause is each of the following:

- (a) the supply of electricity,
- (b) the supply of gas,
- (c) the supply of oil,
- (d) the supply of water,
- (e) the supply of any other service prescribed by the regulations.

8 Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

- (a) the amount of the deposit does not exceed 2 weeks of occupancy fee under the occupancy agreement, and

(b) the amount is payable on or after the day on which the resident (or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover the following:

- (a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,
 - (b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,
 - (c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,
 - (d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,
 - (e) any other amounts prescribed by the regulations.
- (3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the costs, fees or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.
- (4) In this clause: security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:
- (a) any failure by the resident to comply with the terms of an occupancy agreement, or
 - (b) any damage to the boarding house caused by the resident or an invitee of the resident, or
 - (c) any other matter or thing prescribed by the regulations.

9 Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

10 Notice of eviction

- (1) A resident must not be evicted without reasonable written notice.
- (2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.
- (3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

11 Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

12 Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor.

STATEMENT OF HOUSE RULES

1. The house rules of this boarding/lodging house apply to all residents and their visitors.
2. I acknowledge that I have been granted the right to occupy and reside in this property for the purpose of use as a residence, without having been given the right to exclusive possession of such premises, but the owner remains in possession and occupation (either personally or by his servant) and retains the character of master of the house and with the owner exercising control and dominion over the whole of the property.
3. Occupancy Fee must be paid in advance at all times. Arrears of fees will not be tolerated. Residents who are in arrears whatsoever shall be evicted immediately by the owner/his agent/servant with notice.
4. Doors must not be slammed at any time.
5. No rubbish is to be thrown from the windows of the premises or left in the hallways.
6. Any person caught stealing from the premises will be charged. The owner/agent/servant reserves the right to have undesirable persons, which includes persons who steal, removed from the premises immediately.
7. No drugs or alcohol on or near the premises, except those prescribed for medical reasons. No illicit drugs may be used by residents, regardless of the location of use.
8. For the security of residents, the front and back doors will be kept closed at all times. Please remember to carry your keys.
9. Any disruption or noise must be kept to a minimum after **9:00pm** and consideration must shown to other residents at all times. Any breach of this condition shall be a ground for immediate eviction, with the owner reserving this right even if not enforced soon after the breach.
10. Residents will be held responsible for any damage to the premises and will be held liable for the cost of repairs, cleaning, and rubbish removal.
11. A minimum of **one (1) week's notice** shall be given to the owner/agent/servant prior to vacating once your minimum term has expired.
12. All residents are to provide their own toiletries, but acknowledge the owner's servant shall clean and maintain all common areas and communal bathrooms.
13. Other terms are:
 - a. Residents acknowledge the owner/agent reserves the right to change/alter the house rules at any time without notice.
 - b. Any items left on the premises after vacation or eviction shall be deemed the property of the proprietor of the house and may be disposed of without liability.
 - c. All occupancy fees and tariffs must be paid up to date of vacating.
 - d. Vacated premises and furnishings must be left in same condition as when the resident first occupied the premises (less for wear and tear).
 - e. Upon vacating, all keys to the premises must be returned to the owner/agent.
 - f. **All key deposits will be returned via cheque or bank transfer. No refunds in cash will be given.**
 - g. No pets are allowed at any time.
 - h. No smoking is allowed in rooms or on the premises at any time. Any breach of this condition shall be a ground for immediate eviction, with the owner reserving this right even if not enforced soon after the breach.

Upon vacating, the resident will pay a \$132.00 standard cleaning fee. The resident acknowledges if the premises are left in an unreasonable state, the fee will be payable as well as any additional cleaning fee.

2A/70A Crystal St, Petersham 2049

Name: RASA SAMEER GAGGUTURU

Signature: G. Raja Sameer

Date: 29/10/2021



Oxford Real Estate Occupancy Agreement – Boarding Houses

Proprietor	JAMES MICHELMORE & JOHNSON PTY LTD
Resident	Maria Campos

Room	Address
3	70A Crystal Street, Petersham NSW 2049

The residents Room is: Unfurnished Furnished
(If furnished, an inventory for the room can be attached)

Other areas of the premises which are available for use by the resident

Kitchen/s Bathroom/s Common room Laundry

Commencement Date	Term of Agreement	Occupancy Fee	Security Deposit
30/03/2023	3 Month Min. Stay	\$320.00	\$640.00

If I leave the residence before 3 months I will forfeit my security deposit

AGREEMENT TERMS

1. Condition of the Premises (refer to occupancy principle 1) The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.
2. House Rules (refer to occupancy principle 2) The resident agrees to comply with all of the rules of the boarding house ("the rules"), which are listed on the attached "Statement of House Rules." If the resident does not comply with any or all of the rules the proprietor agrees, in the first instance, to give a written warning to the resident. However, if the breach of any or all of the rules continues or, if a breach of any or all of the rules is serious, in that it puts the safety of other people in the premises or the actual premises at risk, then the proprietor may issue a notice to terminate this agreement.
3. Penalties (refer to occupancy principle 3) the resident may be required to pay a penalty for a breach of the occupation agreement or a breach of the rules.
4. Quiet Enjoyment (refer to occupancy principle 4) the proprietor agrees not to cause or permit any interference with the resident's quiet enjoyment of the premises.
5. Inspections and Access (refer to occupancy principle 5) the proprietor may enter the resident's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below.

Reason for Termination by Resident	Notice Period
Breach of Agreement by proprietor	7 Days
No grounds/Any other reason (After minimum stay requirements)	7 Days

The agreement terminates when either of the following occurs first; when the notice period expires or when the resident moves out.

10. Dispute Resolution (refer to occupancy principle 11) the proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them that arise from this agreement. Where this is not possible, either party may apply to the Consumer Trader and Tenancy Tribunal in order to have the dispute formally resolved.

11. Written Receipts (refer to occupancy principle 12) the proprietor agrees to provide the resident with a written receipt for monies paid for occupation fees, the security deposit and for any utility charges. The receipt should be provided to the resident immediately.

12. Use of the Premises the resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose.

13. If the tenant vacates the property prior to meeting the minimum term of the agreement the tenant will forfeit their security deposit.

NOTE: No agreement term is enforceable which is not consistent with the occupancy principles in the *Boarding Houses Act 2012*. The occupancy principles are attached.

Print: Mary El Khoury

Signed: _____

(On behalf of Proprietor)

Date: _____

30/3/23

Print: Maria Campos

Signed: _____

(Resident)

Date: _____

30/03/23

Occupancy principles

NB: These principles are contained in Schedule 1 of the *Boarding Houses Act 2012* and apply to residents

HOUSE RULES

1. The house rules of this lodging house apply to all the lodgers and their visitors.
3. I acknowledge that I have been granted the right to occupy and reside in this property for the purpose of use as a residence, with-out having been given the right to exclusive possession of such premises, but the owner remains in possession and occupation (either personally or by his servant) and retains the character of master of the house and with the owner exercising control and dominion over the whole of the property.
4. Occupancy Fee must be paid in advance at all times. Arrears of fees will not be tolerated, lodger(s) that are in arrears what so ever I shall be evicted immediately by the owner/his agent/servant with notice.
5. Doors must not be slammed at any time.
6. No rubbish is to be thrown from the windows of the premises nor left in the hallways.
7. Any person caught stealing from the premises will be charged. The owner/agent/servant reserves the right to have undesirable persons removed from the premises immediately
8. No drugs or alcohol, except those prescribed for medical reasons.
9. For the security of the lodgers, the front and back doors will be kept closed at all times. Please remember to carry your keys.
10. Any disruption or noise must be kept to a minimum after **9:00pm** and consideration shown to other lodgers at all times any breach of this condition shall result in immediate eviction.
11. Lodgers will be held responsible for any damage to the premises and will be held liable for the cost of repairs, and cleaning and rubbish removal.
12. A minimum of one **(1) week's notice** shall be given to the owner/agent/servant prior to vacating once your fixed term as expired.
13. All lodgers are to provide their own toiletries. But acknowledge the owner's servant shall clean and maintain all common areas and communal bathrooms.
 - I acknowledge the owner/agent reserves the right to change/alter the house rules at any time without notice.
 - Any items left on the property after vacation or eviction shall be deemed the property of the proprietor of the house and may be disposed of without liability.
 - All tariffs are paid up to date of vacating.
 - Room and its furnishings are in same condition (less for wear and tear).
 - And all keys to the property have been handed back to the owner/agent.
15. All key deposits will be returned via Cheque or bank transfer. No refunds in cash will be given.
18. No pets are allowed at any time.
20. No smoking is allowed in rooms at any time.

Upon vacating, the lodger will pay \$165.00 as a standard cleaning fee. The lodger acknowledges if the premises are left in an unreasonable state, the fee will be payable as well as an additional cleaning fee.



OXFORD AGENCY KEY RECEIPT

PROPERTY ADDRESS: 3/70A Crystal St



NAME: Marie Campos

NUMBER OF KEYS ISSUED: 1

DATE: 30/03/23

SIGN: [Signature]

Oxford Real Estate Occupancy Agreement – Boarding Houses

Proprietor	JAMES MICHELMORE & JOHNSON PTY LTD
Resident	Carolina Ruiz Rubio

Room	Address
4	70A Crystal Street, Petersham NSW 2049

The residents Room is: Unfurnished Furnished
(If furnished, an inventory for the room can be attached)

Other areas of the premises which are available for use by the resident
Kitchen/s Bathroom/s Common room Laundry

Commencement Date	Term of Agreement	Occupancy Fee	Security Deposit
21/1/2022	3 Month Min. Stay	\$260.00	\$520.00

If I leave the residence before 3 months I will forfeit my security deposit

AGREEMENT TERMS

1. Condition of the Premises (refer to occupancy principle 1) The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.
2. House Rules (refer to occupancy principle 2) The resident agrees to comply with all of the rules of the boarding house ("the rules"), which are listed on the attached "Statement of House Rules." If the resident does not comply with any or all of the rules the proprietor agrees, in the first instance, to give a written warning to the resident. However, if the breach of any or all of the rules continues or, if a breach of any or all of the rules is serious, in that it puts the safety of other people in the premises or the actual premises at risk, then the proprietor may issue a notice to terminate this agreement.
3. Penalties (refer to occupancy principle 3) the resident may be required to pay a penalty for a breach of the occupation agreement or a breach of the rules.
4. Quiet Enjoyment (refer to occupancy principle 4) the proprietor agrees not to cause or permit any interference with the resident's quiet enjoyment of the premises.
5. Inspections and Access (refer to occupancy principle 5) the proprietor may enter the resident's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below.

Reason For Access	Notice Period
In the case of an Emergency, including emergency repairs	Immediate Access
To clean the premises	24 Hours
To carry out repairs	24 Hours
To show the room to a prospective resident	24 Hours
To carry out inspections	24 Hours

* Immediate access is likely to be necessary in this situation for safety reasons.

6. Notice of Fee Increase (refer to occupancy principle 6) the resident is entitled to 4 weeks written notice of any proposed increase to the occupancy fee.

7. Utility Charges (refer to occupancy principle 7) the proprietor may charge an additional amount for utilities if the resident is made aware of the charge on signing this agreement AND the resident has been informed as to how the charge will be calculated. Charges must be based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

8. Security Deposit (refer to occupancy principle 8) the proprietor is entitled to receive a security deposit of \$520.00 this amount being no more than the sum of two (2) weeks occupation fee. The security deposit is payable on the day the agreement is signed. The security bond will be returned to the resident when s/he moves out of the boarding house within 14 days of the agreement ending unless it is claimed by the proprietor for a particular reason allowed for in the *Boarding Houses Act 2012(NSW)*

9. Termination (refer to occupancy principles 9 and 10) the proprietor or resident may terminate the agreement by giving written notice to the other. The notice will include the reason for the termination and, where the proprietor is evicting a resident, a reasonable notice period. Agreed reasons for termination and notice periods are set out below. If the third column is left blank, the example notice periods set out in the second column will apply.

Reason for Termination by Proprietor	Notice Period
Violence or threats of violence towards anyone living, working or visiting the premises	Immediate
Wilfully causing damage to the premises, or using the premises for an illegal purpose	1 Day
Continued and serious breach of the house rules following a written warning	3 Days
Negligently causing damage to the premises	3 Days
Minor breach of the house rules following a written warning	3 Days
Non-payment of the occupation fee	7 Days
Any other breach of the agreement	7 Days
Vacant possession is required, for example because the premises have been sold or require renovation or demolition or there is to be a change in the use of the premises	10 Days
No grounds/any other reason (as stated in the termination notice)	10 Days

* Immediate termination is likely to be necessary in this situation in order to protect other residents and employees.

Reason for Termination by Resident	Notice Period
Breach of Agreement by proprietor	7 Days
No grounds/Any other reason (After minimum stay requirements)	7 Days

The agreement terminates when either of the following occurs first; when the notice period expires or when the resident moves out.

10. Dispute Resolution (refer to occupancy principle 11) the proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them that arise from this agreement. Where this is not possible, either party may apply to the Consumer Trader and Tenancy Tribunal in order to have the dispute formally resolved.

11. Written Receipts (refer to occupancy principle 12) the proprietor agrees to provide the resident with a written receipt for monies paid for occupation fees, the security deposit and for any utility charges. The receipt should be provided to the resident immediately.

12. Use of the Premises the resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose.

13. If the tenant vacates the property prior to meeting the minimum term of the agreement the tenant will forfeit their security deposit.

NOTE: No agreement term is enforceable which is not consistent with the occupancy principles in the *Boarding Houses Act 2012*. The occupancy principles are attached.

Mario Alejandra Ruiz Rubio
on behalf of

Print: Alara Gee Kee

Print: Carolina Ruiz Rubio

Signed: 

Signed: 

(On behalf of Proprietor)

(Resident)

Date: 21/01/22

Date: 21/01/22

Occupancy principles

NB: These principles are contained in Schedule 1 of the *Boarding Houses Act 2012* and apply to residents

of NSW boarding houses which are covered by this Act.

1 State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure.

2 Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

3 Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

4 Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

5 Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

6 Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

7 Utility charges

(1) The proprietor is entitled to charge a resident an additional amount for the use of a utility if:

- (a) the resident has been notified before or at the time of entering the occupancy agreement of the use of utilities in respect of which the resident will be charged, and
- (b) the amount charged is based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

(2) A utility for the purposes of this clause is each of the following:

- (a) the supply of electricity,
- (b) the supply of gas,
- (c) the supply of oil,
- (d) the supply of water,
- (e) the supply of any other service prescribed by the regulations.

8 Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

- (a) the amount of the deposit does not exceed 2 weeks of occupancy fee under the occupancy agreement, and
- (b) the amount is payable on or after the day on which the resident (or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover the following:

- (a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,
- (b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,
- (c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,
- (d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,
- (e) any other amounts prescribed by the regulations.

(3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the costs, fees or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.

(4) In this clause: security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:

- (a) any failure by the resident to comply with the terms of an occupancy agreement, or
- (b) any damage to the boarding house caused by the resident or an invitee of the resident, or
- (c) any other matter or thing prescribed by the regulations.

9 Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

10 Notice of eviction

- (1) A resident must not be evicted without reasonable written notice.
- (2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.
- (3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

11 Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

12 Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor

HOUSE RULES

1. The house rules of this lodging house apply to all the lodgers and their visitors.
3. I acknowledge that I have been granted the right to occupy and reside in this property for the purpose of use as a residence, with-out having been given the right to exclusive possession of such premises, but the owner remains in possession and occupation (either personally or by his servant) and retains the character of master of the house and with the owner exercising control and dominion over the whole of the property.
4. Occupancy Fee must be paid in advance at all times. Arrears of fees will not be tolerated, lodger(s) that are in arrears what so ever I shall be evicted immediately by the owner/his agent/servant with notice.
5. Doors must not be slammed at any time.
6. No rubbish is to be thrown from the windows of the premises nor left in the hallways.
7. Any person caught stealing from the premises will be charged. The owner/agent/servant reserves the right to have undesirable persons removed from the premises immediately
8. No drugs or alcohol, except those prescribed for medical reasons.
9. For the security of the lodgers, the front and back doors will be kept closed at all times. Please remember to carry your keys.
10. Any disruption or noise must be kept to a minimum after **9:00pm** and consideration shown to other lodgers at all times any breach of this condition shall result in immediate eviction.
11. Lodgers will be held responsible for any damage to the premises and will be held liable for the cost of repairs, and cleaning and rubbish removal.
12. A minimum of one **(1) week's notice** shall be given to the owner/agent/servant prior to vacating once your fixed term as expired.
13. All lodgers are to provide their own toiletries. But acknowledge the owner's servant shall clean and maintain all common areas and communal bathrooms.
 - I acknowledge the owner/agent reserves the right to change/alter the house rules at any time without notice.
 - Any items left on the property after vacation or eviction shall be deemed the property of the proprietor of the house and may be disposed of without liability.
 - All tariffs are paid up to date of vacating.
 - Room and its furnishings are in same condition (less for wear and tear).
 - And all keys to the property have been handed back to the owner/agent.
15. **All key deposits will be returned via Cheque or bank transfer. No refunds in cash will be given.**
18. No pets are allowed at any time.
20. No smoking is allowed in rooms at any time.

Upon vacating, the lodger will pay \$132.00 as a standard cleaning fee. The lodger acknowledges if the premises are left in an unreasonable state, the fee will be payable as well as an additional cleaning fee.

4/70A CRYSTAL ST, PETERSHAM

NAME: YAKIO Alejandro Ruiz Rubio

DATE: 21/01/22


SIGNATURE: *Yakio*



Oxford Real Estate Occupancy Agreement – Boarding Houses

Proprietor	JAMES MICHELMORE & JOHNSON PTY LTD
Resident	Prajakta Vijaykumar Ingale

Room	Address
6	70A Crystal Street, Petersham NSW 2049

The residents Room is: Unfurnished Furnished 
(If furnished, an inventory for the room can be attached)

Other areas of the premises which are available for use by the resident
Kitchen/s Bathroom/s Common room Laundry 

Commencement Date	Term of Agreement	Occupancy Fee	Security Deposit
24/08/2022	3 Month Min. Stay	\$260.00	\$520.00

If I leave the residence before 3 months I will forfeit my security deposit

AGREEMENT TERMS

1. Condition of the Premises (refer to occupancy principle 1) The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.
2. House Rules (refer to occupancy principle 2) The resident agrees to comply with all of the rules of the boarding house ("the rules"), which are listed on the attached "Statement of House Rules." If the resident does not comply with any or all of the rules the proprietor agrees, in the first instance, to give a written warning to the resident. However, if the breach of any or all of the rules continues or, if a breach of any or all of the rules is serious, in that it puts the safety of other people in the premises or the actual premises at risk, then the proprietor may issue a notice to terminate this agreement.
3. Penalties (refer to occupancy principle 3) the resident may be required to pay a penalty for a breach of the occupation agreement or a breach of the rules.
4. Quiet Enjoyment (refer to occupancy principle 4) the proprietor agrees not to cause or permit any interference with the resident's quiet enjoyment of the premises.
5. Inspections and Access (refer to occupancy principle 5) the proprietor may enter the resident's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below.

Reason For Access	Notice Period
In the case of an Emergency, including emergency repairs	Immediate Access
To clean the premises	24 Hours
To carry out repairs	24 Hours
To show the room to a prospective resident	24 Hours
To carry out inspections	24 Hours

* Immediate access is likely to be necessary in this situation for safety reasons.

6. Notice of Fee Increase (refer to occupancy principle 6) the resident is entitled to 4 weeks written notice of any proposed increase to the occupancy fee.

7. Utility Charges (refer to occupancy principle 7) the proprietor may charge an additional amount for utilities if the resident is made aware of the charge on signing this agreement AND the resident has been informed as to how the charge will be calculated. Charges must be based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

8. Security Deposit (refer to occupancy principle 8) the proprietor is entitled to receive a security deposit of \$520.00 this amount being no more than the sum of two (2) weeks occupation fee. The security deposit is payable on the day the agreement is signed. The security bond will be returned to the resident when s/he moves out of the boarding house within 14 days of the agreement ending unless it is claimed by the proprietor for a particular reason allowed for in the *Boarding Houses Act 2012(NSW)*

9. Termination (refer to occupancy principles 9 and 10) the proprietor or resident may terminate the agreement by giving written notice to the other. The notice will include the reason for the termination and, where the proprietor is evicting a resident, a reasonable notice period. Agreed reasons for termination and notice periods are set out below. If the third column is left blank, the example notice periods set out in the second column will apply.

Reason for Termination by Proprietor	Notice Period
Violence or threats of violence towards anyone living, working or visiting the premises	Immediate
Wilfully causing damage to the premises, or using the premises for an illegal purpose	1 Day
Continued and serious breach of the house rules following a written warning	3 Days
Negligently causing damage to the premises	3 Days
Minor breach of the house rules following a written warning	3 Days
Non-payment of the occupation fee	7 Days
Any other breach of the agreement	7 Days
Vacant possession is required, for example because the premises have been sold or require renovation or demolition or there is to be a change in the use of the premises	10 Days
No grounds/any other reason (as stated in the termination notice)	10 Days

* Immediate termination is likely to be necessary in this situation in order to protect other residents and employees.

Reason for Termination by Resident	Notice Period
Breach of Agreement by proprietor	7 Days
No grounds/Any other reason (After minimum stay requirements)	7 Days

The agreement terminates when either of the following occurs first; when the notice period expires or when the resident moves out.

10. Dispute Resolution (refer to occupancy principle 11) the proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them that arise from this agreement. Where this is not possible, either party may apply to the Consumer Trader and Tenancy Tribunal in order to have the dispute formally resolved.

11. Written Receipts (refer to occupancy principle 12) the proprietor agrees to provide the resident with a written receipt for monies paid for occupation fees, the security deposit and for any utility charges. The receipt should be provided to the resident immediately.

12. Use of the Premises the resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose.

13. If the tenant vacates the property prior to meeting the minimum term of the agreement the tenant will forfeit their security deposit.

NOTE: No agreement term is enforceable which is not consistent with the occupancy principles in the *Boarding Houses Act 2012*. The occupancy principles are attached.

Print: Mary El Khoury

Signed:  _____

(On behalf of Proprietor)

Date: 24/8/2022

Print: Prajakta Vijaykumar Ingale

Signed:  _____

(Resident)

Date: 24/08/2022

Occupancy principles

NB: These principles are contained in Schedule 1 of the *Boarding Houses Act 2012* and apply to residents

of NSW boarding houses which are covered by this Act.

1 State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure.

2 Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

3 Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

4 Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

5 Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

6 Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

7 Utility charges

(1) The proprietor is entitled to charge a resident an additional amount for the use of a utility if:

- (a) the resident has been notified before or at the time of entering the occupancy agreement of the use of utilities in respect of which the resident will be charged, and
- (b) the amount charged is based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

(2) A utility for the purposes of this clause is each of the following:

- (a) the supply of electricity,
- (b) the supply of gas,
- (c) the supply of oil,
- (d) the supply of water,
- (e) the supply of any other service prescribed by the regulations.

8 Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

- (a) the amount of the deposit does not exceed 2 weeks of occupancy fee under the occupancy agreement, and
- (b) the amount is payable on or after the day on which the resident (or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover the following:

- (a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,
 - (b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,
 - (c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,
 - (d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,
 - (e) any other amounts prescribed by the regulations.
- (3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the costs, fees or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.
- (4) In this clause: security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:
- (a) any failure by the resident to comply with the terms of an occupancy agreement, or
 - (b) any damage to the boarding house caused by the resident or an invitee of the resident, or
 - (c) any other matter or thing prescribed by the regulations.

9 Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

10 Notice of eviction

- (1) A resident must not be evicted without reasonable written notice.
- (2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.
- (3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

11 Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

12 Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor

HOUSE RULES

1. The house rules of this lodging house apply to all the lodgers and their visitors.
3. I acknowledge that I have been granted the right to occupy and reside in this property for the purpose of use as a residence, with-out having been given the right to exclusive possession of such premises, but the owner remains in possession and occupation (either personally or by his servant) and retains the character of master of the house and with the owner exercising control and dominion over the whole of the property.
4. Occupancy Fee must be paid in advance at all times. Arrears of fees will not be tolerated, lodger(s) that are in arrears what so ever I shall be evicted immediately by the owner/his agent/servant with notice.
5. Doors must not be slammed at any time.
6. No rubbish is to be thrown from the windows of the premises nor left in the hallways.
7. Any person caught stealing from the premises will be charged. The owner/agent/servant reserves the right to have undesirable persons removed from the premises immediately
8. No drugs or alcohol, except those prescribed for medical reasons.
9. For the security of the lodgers, the front and back doors will be kept closed at all times. Please remember to carry your keys.
10. Any disruption or noise must be kept to a minimum after **9:00pm** and consideration shown to other lodgers at all times any breach of this condition shall result in immediate eviction.
11. Lodgers will be held responsible for any damage to the premises and will be held liable for the cost of repairs, and cleaning and rubbish removal.
12. A minimum of one **(1) week's notice** shall be given to the owner/agent/servant prior to vacating once your fixed term as expired.
13. All lodgers are to provide their own toiletries. But acknowledge the owner's servant shall clean and maintain all common areas and communal bathrooms.
 - I acknowledge the owner/agent reserves the right to change/alter the house rules at any time without notice.
 - Any items left on the property after vacation or eviction shall be deemed the property of the proprietor of the house and may be disposed of without liability.
 - All tariffs are paid up to date of vacating.
 - Room and its furnishings are in same condition (less for wear and tear).
 - And all keys to the property have been handed back to the owner/agent.
15. **All key deposits will be returned via Cheque or bank transfer. No refunds in cash will be given.**
18. No pets are allowed at any time.
20. No smoking is allowed in rooms at any time.

Upon vacating, the lodger will pay \$165.00 as a standard cleaning fee. The lodger acknowledges if the premises are left in an unreasonable state, the fee will be payable as well as an additional cleaning fee.



OXFORD AGENCY KEY RECEIPT

PROPERTY ADDRESS: 6170a Crystal Street, Petersham.



NAME: Prajakta Vijaykumar Ingale.

NUMBER OF KEYS ISSUED: x 1

DATE: 24/8/2022

SIGN: *Prajakta Ingale*

Oxford Real Estate Occupancy Agreement – Boarding Houses

Proprietor	JAMES MICHELMORE & JOHNSON PTY LTD
Resident	Jemma Clarke

Room	Address
7A	70 Crystal Street, Petersham NSW 2049

The residents Room is: Unfurnished Furnished
(If furnished, an inventory for the room can be attached)

Other areas of the premises which are available for use by the resident
Kitchen/s Bathroom/s Common room Laundry

Commencement Date	Term of Agreement	Occupancy Fee	Security Deposit
04/05/2020	3 Month Min. Stay	\$200.00	\$400.00

If I leave the residence before 3 months I will forfeit my security deposit

AGREEMENT TERMS

1. Condition of the Premises (refer to occupancy principle 1) The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.
2. House Rules (refer to occupancy principle 2) The resident agrees to comply with all of the rules of the boarding house ("the rules"), which are listed on the attached "Statement of House Rules." If the resident does not comply with any or all of the rules the proprietor agrees, in the first instance, to give a written warning to the resident. However, if the breach of any or all of the rules continues or, if a breach of any or all of the rules is serious, in that it puts the safety of other people in the premises or the actual premises at risk, then the proprietor may issue a notice to terminate this agreement.
3. Penalties (refer to occupancy principle 3) the resident may be required to pay a penalty for a breach of the occupation agreement or a breach of the rules.
4. Quiet Enjoyment (refer to occupancy principle 4) the proprietor agrees not to cause or permit any interference with the resident's quiet enjoyment of the premises.
5. Inspections and Access (refer to occupancy principle 5) the proprietor may enter the resident's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below.

Reason For Access	Notice Period
In the case of an Emergency, including emergency repairs	Immediate Access
To clean the premises	24 Hours
To carry out repairs	24 Hours
To show the room to a prospective resident	24 Hours
To carry out inspections	24 Hours

* Immediate access is likely to be necessary in this situation for safety reasons.

6. Notice of Fee Increase (refer to occupancy principle 6) the resident is entitled to 4 weeks written notice of any proposed increase to the occupancy fee.

7. Utility Charges (refer to occupancy principle 7) the proprietor may charge an additional amount for utilities if the resident is made aware of the charge on signing this agreement AND the resident has been informed as to how the charge will be calculated. Charges must be based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

8. Security Deposit (refer to occupancy principle 8) the proprietor is entitled to receive a security deposit of \$400.00 this amount being no more than the sum of two (2) weeks occupation fee. The security deposit is payable on the day the agreement is signed. The security bond will be returned to the resident when s/he moves out of the boarding house within 14 days of the agreement ending unless it is claimed by the proprietor for a particular reason allowed for in the *Boarding Houses Act 2012(NSW)*

9. Termination (refer to occupancy principles 9 and 10) the proprietor or resident may terminate the agreement by giving written notice to the other. The notice will include the reason for the termination and, where the proprietor is evicting a resident, a reasonable notice period. Agreed reasons for termination and notice periods are set out below. If the third column is left blank, the example notice periods set out in the second column will apply.

Reason for Termination by Proprietor	Notice Period
Violence or threats of violence towards anyone living, working or visiting the premises	Immediate
Wilfully causing damage to the premises, or using the premises for an illegal purpose	1 Day
Continued and serious breach of the house rules following a written warning	3 Days
Negligently causing damage to the premises	3 Days
Minor breach of the house rules following a written warning	3 Days
Non-payment of the occupation fee	7 Days
Any other breach of the agreement	7 Days
Vacant possession is required, for example because the premises have been sold or require renovation or demolition or there is to be a change in the use of the premises	10 Days
No grounds/any other reason (as stated in the termination notice)	10 Days

* Immediate termination is likely to be necessary in this situation in order to protect other residents and employees.

Reason for Termination by Resident	Notice Period
Breach of Agreement by proprietor	7 Days
No grounds/Any other reason (After minimum stay requirements)	7 Days

The agreement terminates when either of the following occurs first; when the notice period expires or when the resident moves out.

10. Dispute Resolution (refer to occupancy principle 11) the proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them that arise from this agreement. Where this is not possible, either party may apply to the Consumer Trader and Tenancy Tribunal in order to have the dispute formally resolved.

11. Written Receipts (refer to occupancy principle 12) the proprietor agrees to provide the resident with a written receipt for monies paid for occupation fees, the security deposit and for any utility charges. The receipt should be provided to the resident immediately.

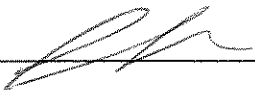
12. Use of the Premises the resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose.


13. If the tenant vacates the property prior to meeting the minimum term of the agreement the tenant will forfeit their security deposit.

NOTE: No agreement term is enforceable which is not consistent with the occupancy principles in the *Boarding Houses Act 2012*. The occupancy principles are attached.

Print: Nathan Johnson

Print: Jemma Clarke

Signed:  _____

Signed:  _____

(On behalf of Proprietor)

(Resident)

Date: 4/5/2020.

Date: 4/5/2020

HOUSE RULES

1. The house rules of this lodging house apply to all the lodgers and their visitors.
3. I acknowledge that I have been granted the right to occupy and reside in this property for the purpose of use as a residence, with-out having been given the right to exclusive possession of such premises, but the owner remains in possession and occupation (either personally or by his servant) and retains the character of master of the house and with the owner exercising control and dominion over the whole of the property.
4. Occupancy Fee must be paid in advance at all times. Arrears of fees will not be tolerated, lodger(s) that are in arrears what so ever I shall be evicted immediately by the owner/his agent/servant with notice.
5. Doors must not be slammed at any time.
6. No rubbish is to be thrown from the windows of the premises nor left in the hallways.
7. Any person caught stealing from the premises will be charged. The owner/agent/servant reserves the right to have undesirable persons removed from the premises immediately
8. No drugs or alcohol, except those prescribed for medical reasons.
9. For the security of the lodgers, the front and back doors will be kept closed at all times. Please remember to carry your keys.
10. Any disruption or noise must be kept to a minimum after **9:00pm** and consideration shown to other lodgers at all times any breach of this condition shall result in immediate eviction.
11. Lodgers will be held responsible for any damage to the premises and will be held liable for the cost of repairs, and cleaning and rubbish removal.
12. A minimum of one **(1) week's notice** shall be given to the owner/agent/servant prior to vacating once your fixed term as expired.
13. All lodgers are to provide their own toiletries. But acknowledge the owner's servant shall clean and maintain all common areas and communal bathrooms.
 - I acknowledge the owner/agent reserves the right to change/alter the house rules at any time without notice.
 - Any items left on the property after vacation or eviction shall be deemed the property of the proprietor of the house and may be disposed of without liability.
 - All tariffs are paid up to date of vacating.
 - Room and its furnishings are in same condition (less for wear and tear).
 - And all keys to the property have been handed back to the owner/agent.
15. **All key deposits will be returned via Cheque or bank transfer. No refunds in cash will be given.**
18. No pets are allowed at any time.
20. No smoking is allowed in rooms at any time.

Upon vacating, the lodger will pay \$132.00 as a standard cleaning fee. The lodger acknowledges if the premises are left in an unreasonable state, the fee will be payable as well as an additional cleaning fee.



Stacks



FOLIO: 11/1228844

SEARCH DATE	TIME	EDITION NO	DATE
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2/11/2023	2:17 PM	1	8/6/2018

LAND

LOT 11 IN DEPOSITED PLAN 1228844
AT PETERSHAM
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1228844

FIRST SCHEDULE

JAMES MICHELMORE AND JOHNSON PTY LIMITED

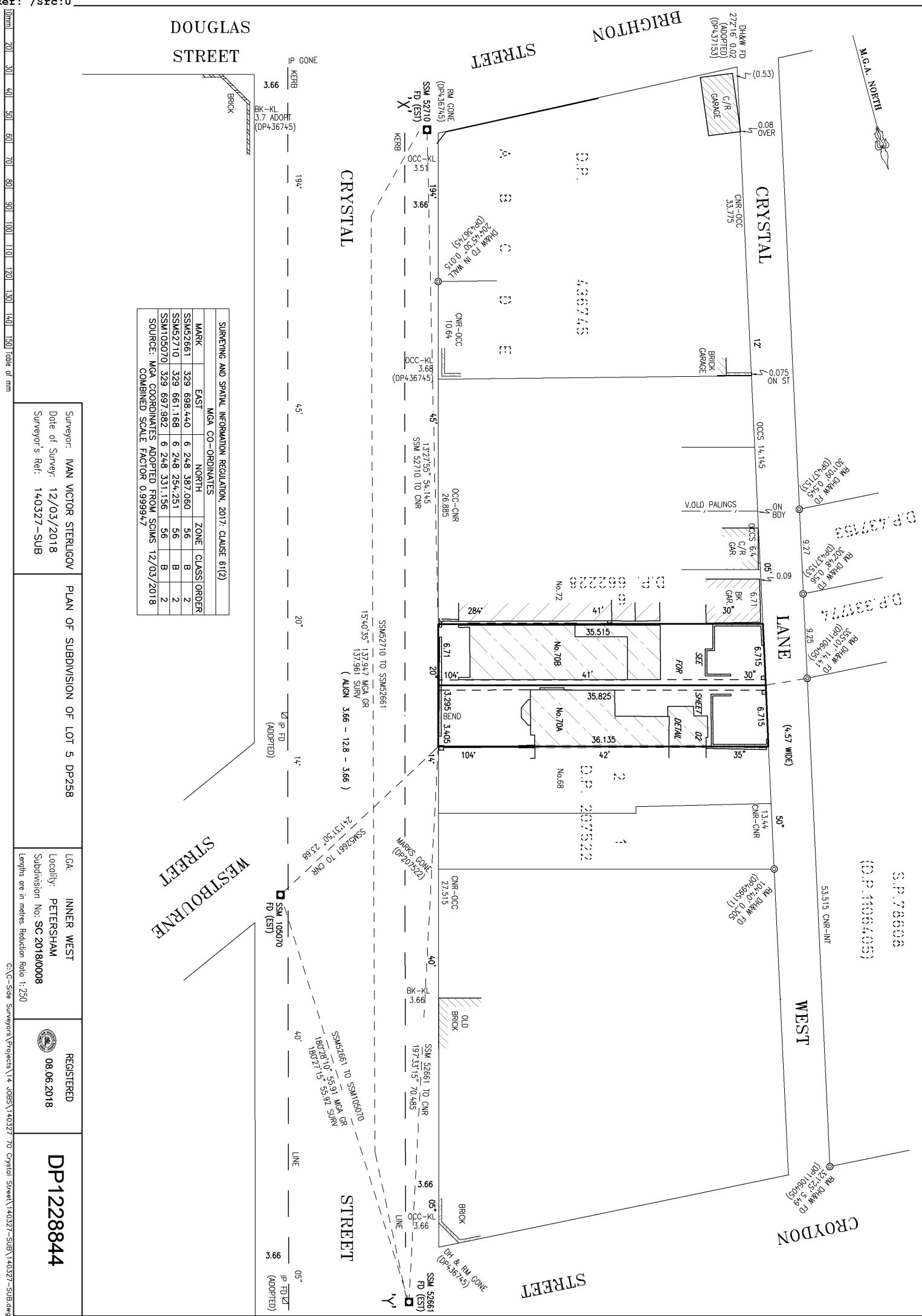
SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1228844 RIGHT OF ACCESS 0.6 METRE(S) WIDE AND VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 3 DP1228844 RIGHT OF ACCESS 0.6 METRE(S) WIDE AND VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



SURVEYING AND SPATIAL INFORMATION REGULATION, 2017: CLAUSE 61(2)			
MGA CO-ORDINATES			
MARK	EAST	NORTH	ZONE CLASS ORDER
SSM52661	329 698.440	6 248 387.060	56 B 2
SSM52710	329 661.168	6 248 254.251	56 B 2
SSM105070	329 697.982	6 248 331.156	56 B 2

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 12/03/2018
 COMBINED SCALE FACTOR 0.999947

Surveyor: MAN VICTOR STERLIGOV
 Date of Survey: 12/03/2018
 Surveyor's Ref: 140327-SUB

PLAN OF SUBDIVISION OF LOT 5 DP258

LCA: INNER WEST
 Locality: PETERSHAM
 Subdivision No: SC 2018/0008

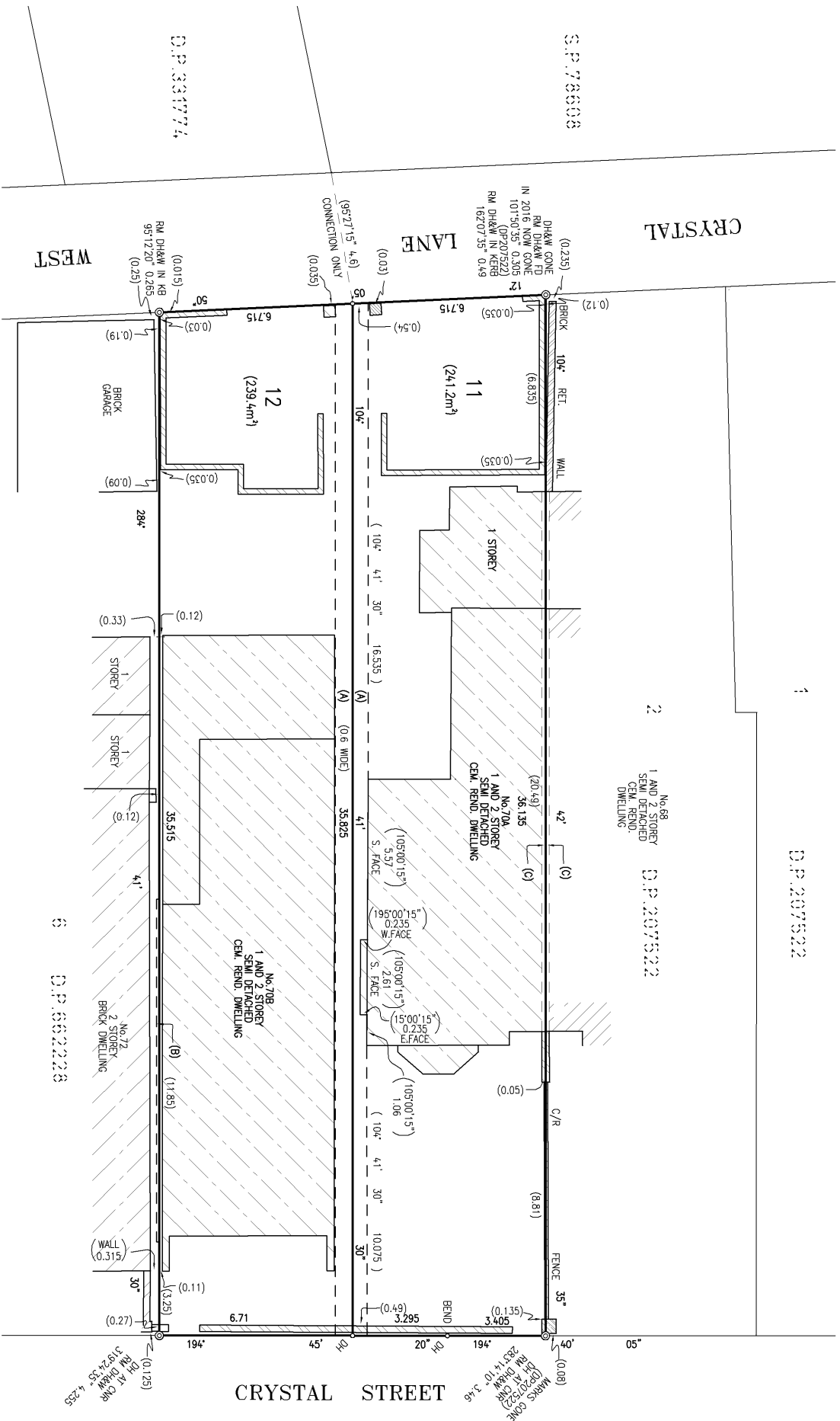
REGISTERED
 08.06.2018

DP1228844

0 20 40 60 80 100 120 140 160 180 200 Table of mm

C:\C-Store\Surveyors\Projects\14_10581\140327_70 Crystal Street\140327-SUB\140327-Sub.dwg

0 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm



- (A) - RIGHT OF ACCESS 0.6 & VAR. WIDTH
- (B) - PROPOSED EASEMENT FOR OVERHANG 0.1 WIDE
- (C) - PROPOSED EASEMENT FOR SUPPORT 0.12 WIDE



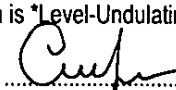
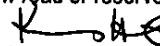
Surveyor: MAN VICTOR STERLIGOV
 Date of Survey: 12/03/2018
 Surveyor's Ref: 140327-SUB

PLAN OF SUBDIVISION OF LOT 5 DP258


LCA: INNER WEST
 Locality: PETERSHAM
 Subdivision No: SC 2018/0008
 Lengths are in metres. Reduction Ratio: 1:100

REGISTERED
 08.06.2018

DP1228844

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
Registered:  08.06.2018 Title System: TORRENS	Office Use Only  DP1228844 S	Use Only
PLAN OF SUBDIVISION OF LOT 5 D.P.258	LGA: INNER WEST Locality: PETERSHAM Parish: PETERSHAM County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, IVAN VICTOR STERLIGOV of C-SIDE SURVEYORS PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 12/03/2018....., or *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'X'-'Y' Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 3.04.18 Surveyor Identification No: 7639..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP 258 DP 437153 DP436745 DP499511 DP1106405	<p style="text-align: center;">Subdivision Certificate</p> I, <u>KERRY HUNT</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>INNER WEST COUNCIL</u> Date of endorsement: <u>24/5/2018</u> Subdivision Certificate number: <u>SC 2018/0008</u> File number: <u>D 2013 00229</u> *Strike through if inapplicable.	
Surveyor's Reference: 140327-SUB	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1991 IT IS INTENDED TO CREATE 1. RIGHT OF ACCESS 0.6 WIDE AND VAR. WIDTH Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Registered:  08.06.2018 Office Use Only

Use Only
DP1228844

PLAN OF SUBDIVISION OF LOT 5 D.P.258

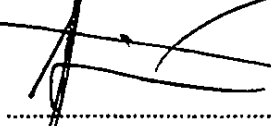
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SL2018/00018
 Date of Endorsement: 24/5/2018

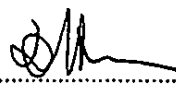
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
11	70A	CRYSTAL	STREET	PETERSHAM
12	70B	CRYSTAL	STREET	PETERSHAM


EXECUTED FOR AND ON BEHALF OF JAMES MICHELMORE AND JOHNSON PTY LTD (ABN 17 001 275 127)
 IN ACCORDANCE WITH S127(1) OF THE CORPORATIONS ACT 2001


 DIRECTOR


 SIGNATURE OF WITNESS

Jonathan Herrman
34 Buckingham Rd
KULARRA 2071
 NAME AND ADDRESS DIRECTOR


 DIRECTOR/ SECRETARY


 SIGNATURE OF WITNESS

David Herrman
17 Hepetoon Ave
VAUXLEY 2030
 NAME AND ADDRESS DIRECTOR

ALLAN EDMONSON
 C/O OXFORD REAL ESTATE
 40 FLINDERS ST
 DARLINGHURST
 NSW 2010

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED: ~~TO CREATE:~~
 TO CREATE:
~~F EASE~~
 1. RIGHT OF ACCESS (A) 0.6 AND VARIABLE WIDTH

If space is insufficient use additional annexure sheet

Surveyor's Reference:140327-SUB

Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*



(Sheet 1 of 4 sheets)

DP1228844 B

Plan of subdivision of Lot 5 DP258
covered by Subdivision Certificate No. *SC 2008/00018*

Full name and address of the owners of the land:

James Michelmore and Johnson Pty Limited
70 Crystal Street
Petersham NSW 2049

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access (A) 0.6 and variable width	11 12	12 11

Part 2 (Terms)

1. Terms of Right of Access (A) 0.6 and variable width numbered 1 in the plan.

- 1.1. Right of Access as set out in Part 14 of the Schedule 8 of the Act.
- 1.2. Subject to the conditions in this easement, the Grantor must keep the access structure in condition specified in the Development Consent No.201300229.
- 1.3. Any costs associated with regular maintenance, repair and insurance of the access structure are to be equally shared by the Grantee and the Grantor.
- 1.4. If one party does not keep the respective access structure in good repair, the other party may enter the Easement Site with all necessary equipment and repair the driveway structure. All reasonable costs by these works are to be equally

.....
Authorised Officer of Consent Authority

DP1228844

Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

(Sheet 2 of 4 sheets)

shared between the Grantee to the Grantor. These costs are to be payable to the party who repaired the easement on demand.

- 1.5. Notwithstanding any other provisions of this document, a party will have to make no contributions to the repair cost if damage to the access structure was caused by another party during construction activities on their land.
- 1.6. Inner West Council is the Authority empowered to release, vary or modify this Right of Access.

2. Interpretations

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Act means Conveyancing Act 1919 (as amended)

Authority means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Benefited Lot means the whole or any part of the lot having the benefit of an Easement.

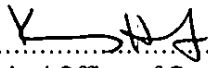
Burdened Lot means the whole or any part of the lot having the burden of an Easement.

Council means Inner West Council.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan;
- (b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.


.....
Authorised Officer of Consent Authority

DP1228844

Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

(Sheet 3 of 4 sheets)

Grantee means:

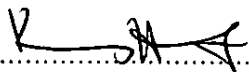
- (a) the registered proprietor or mortgagee in possession of a Lot Benefited;
and
- (b) the Authority Benefited.

Grantor means the registered proprietor or mortgagee in possession of a Lot Burdened.

Access structure means the structure specified in the relevant Development Consent.

Instrument means this s88B instrument.

Plan means the plan of subdivision to which this Instrument relates.



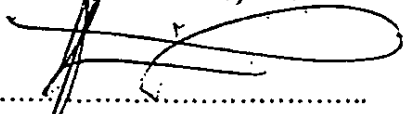
.....
Authorised Officer of Consent Authority

DP1228844

Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

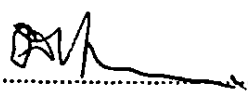
(Sheet 4 of 4 sheets)

Executed for and on behalf of James Michelmore and Johnson Pty Ltd
(ABN 17 001 275 127) in accordance with S127(1) of the Corporations Act 2001


.....
Signature

Name: Jonathan Herrman


Director


.....
Signature

Name: David Herrman

Director/ Secretary

received in the presence of:


.....
Signature of Witness

Allan Edmonson

Name of Witness

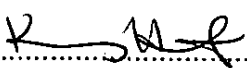
e/o Oxford Real Estate


40 Flinders St.

Address of Witness

DARLINGHORST 2010

I certify that I am an eligible
witness to the delegate sign
in my presence


.....
Authorised Officer of Consent Authority
KEARN HUNT INNER WEST COUNCIL
PURSUANT TO S377 LOCAL GOVERNMENT ACT 1993

signature 
Name Cadem Xirayao
Name Cadem Xirayao

REGISTERED  08.06.2018

Address 70-15 Wetherill st
Leichhardt



PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2023/4689

Fee: \$156.00

Certificate Date: 02/11/2023

Applicant	Owner (as recorded by Council)
InfoTrack ecertificates@infotrack.com.au	James Michelmore & Johnson Pty Ltd

Subject property address (if applicable)	Legal description
70A Crystal Street PETERSHAM NSW 2049	Lot 11 DP 1228844

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979* ("the Act") and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*, the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy No. 65—Design Quality of Residential Apartment Development*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- *Marrickville Development Control Plan 2011*

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide residential development that maintains the character of built and natural features in the surrounding area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation, Centre-based child care facilities; Dwelling houses; Group homes; Home business; Home industries; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

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

Do any additional permitted uses apply to the land?

NO

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

Is the land in a conservation area, (however described)?

NO

2. Zoning and land use under relevant environmental planning instruments

Is there an item of environmental heritage, however described, on the land?

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
 - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
 - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*.
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
 - (a) The name of this region is the Greater Sydney region.
 - (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*.
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

Continue 7.23 determination means a s7.23 determination that –

 - (a) Has been continued in force by the Act, Schedule 4, Part 1, and
 - (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

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

Housing Code

NO. Complying Development may not be carried out on this land because the land is:

- In the 25 ANEF contour or a higher ANEF contour. **Note:** unless complying development cannot be carried out on this land for another reason (e.g. the site is a heritage item), then development for a detached outbuilding, detached development (other than a detached studio) or swimming pool may be carried out on the land subject to an assessment of compliance with the requirements of the SEPP.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

NO. Complying Development may not be carried out on this land because the land is:

- In the 25 ANEF contour or a higher ANEF contour. **Note:** unless complying development cannot be carried out on this land for another reason (e.g. the site is a heritage item), then development for a detached outbuilding, detached development (other than a detached studio) or swimming pool may be carried out on the land subject to an assessment of compliance with the requirements of the SEPP.

Greenfield Housing Code

NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

Inland Code

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

Housing Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

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

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

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

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

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

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area as defined in Floodplain Development Manual and subject to flood related development controls?

NO

Is the land or part of the land located between the flood planning area and the probable maximum flood as defined in Floodplain Development Manual and subject to flood related development controls.

NO

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 authority policies on hazard risk restrictions

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?

a) Land slip	NO
b) Bushfire	NO
c) Tidal inundation	NO
d) Subsidence	NO
e) Acid sulfate soils	NO
f) Contamination	NO
g) Aircraft noise	YES - The land has been identified in an ANEF contour greater than 25. Clause 6.8 of the <i>Inner West Local Environmental Plan 2022</i> restricts development on land within certain ANEF contours.
h) Salinity	NO
i) Coastal hazards	NO
j) Sea level rise	NO

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

Has council been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

NO

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

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

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

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?
NO
2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?
NO
3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?
NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the Contaminated Land Management Act 1997 (CLM Act)

Is the land:

- (a) Significantly contaminated land within the meaning of the CLM Act?
NO
- (b) Subject to a management order within the meaning of the CLM Act?
NO
- (c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?
NO
- (d) Subject to an ongoing maintenance order within the meaning of the CLM Act?
NO
- (e) Subject of a site audit statement within the meaning of the CLM Act?
NO

THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.

Boarding House

This property **IS NOT** registered with Council as a boarding house. Nevertheless, the provisions of *State Environmental Planning Policy (Housing) 2021* may apply.

State Environmental Planning Policy (Planning Systems) 2021

In March 2022, the NSW State Government introduced *State Environmental Planning Policy (Planning Systems) 2021* that allows the Secretary of the Department of Planning, Industry and Environment (the Planning Secretary) to act on behalf of an approval body that requires concurrence under the following environmental planning instruments: *State Environmental Planning Policy (Transport and Infrastructure) 2021*, and *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

Australian Noise Exposure Forecast (ANEF)

The subject land is in the 25-30 ANEF contour.

This property is situated in the vicinity of approach and take-off flight paths for the main runway at Sydney Airport. As such, it is currently affected, and will continue to be affected, by aircraft noise and the number of aircraft may increase in the future.

Further information about forecast changes in aircraft noise impacts are contained in Sydney Airport's Masterplan and the Australian Noise Exposure Forecast (ANEF) 2039 map is available here www.sydneyairport.com.au

For more information please contact:

Airservices Australia

National Noise Enquiry Line: 1800 802 584

The national number rings at the nearest local noise enquiry office.

Head Office Address: Alan Woods Building, 25 Constitution Avenue, Canberra ACT 2601

Postal Address: GPO Box 367, Canberra ACT 2601

Additional ANEF information can be found under the Airservices Australia web site: <http://www.airservicesaustralia.com>

Sydney Ports Corporation

Some land in the Inner West (located in the vicinity of the White Bay and Glebe Island ports) may be affected by noise from port operations. If you consider that the subject land is, or is likely to be affected by port noise, please contact:

The Environment Operations Manager at:

Sydney Ports Corporation

Level 4, 20 Windmill Street

Walsh Bay NSW 2000

Telephone (02) 9296 4999

Information regarding outstanding notices and orders

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

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

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

General Information

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

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

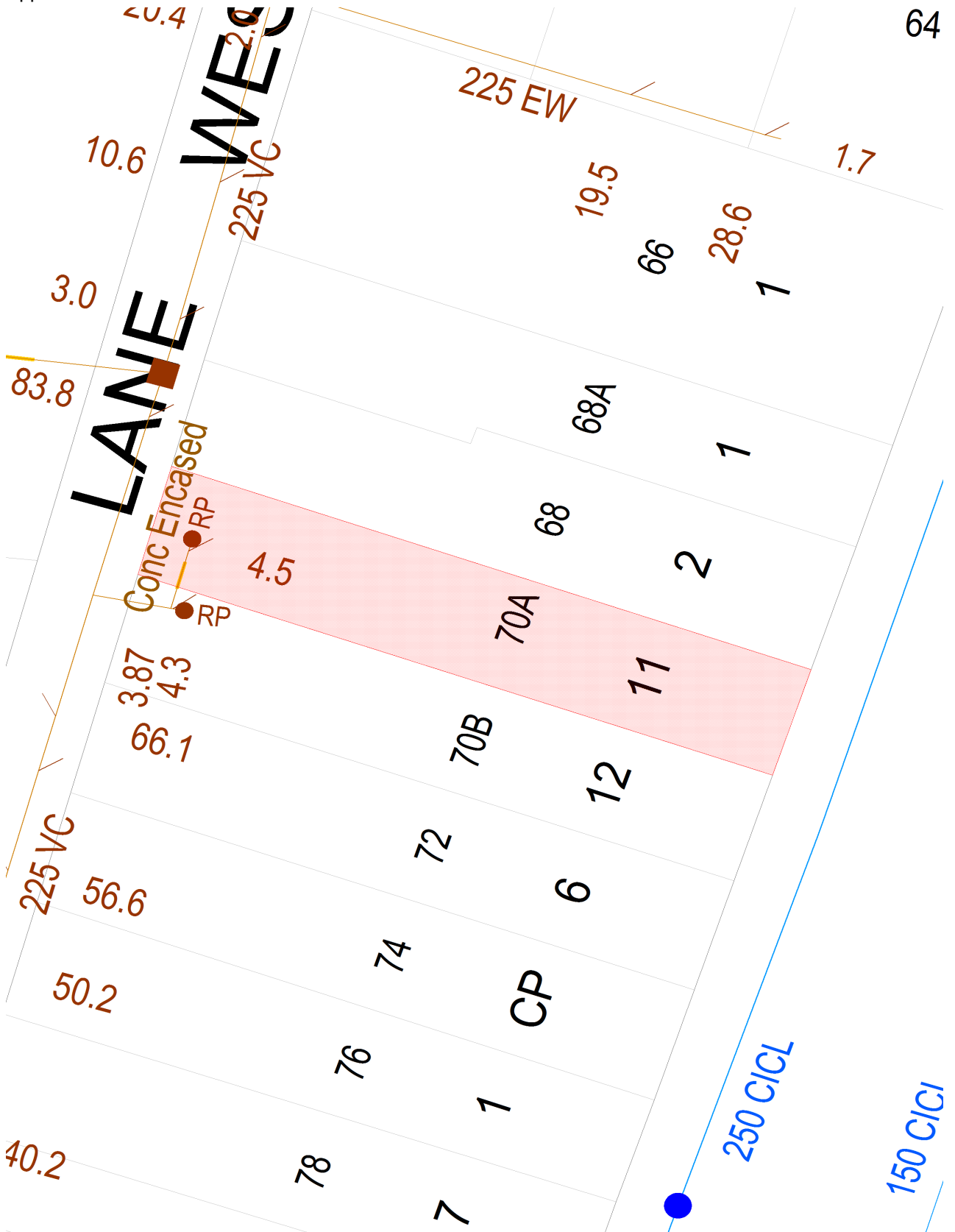
Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

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



DANIEL EAST
ACTING SENIOR MANAGER STRATEGIC PLANNING

Service Location Print
Application Number: 8002934978



Document generated at 07-11-2023 08:03:56 AM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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OCCUPATION CERTIFICATE C150121-03

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant: Lombardo Design Studio Pty Ltd
Address: PO Box 126, Surry Hills NSW 2010
Phone: 0404 110 648
Email: jl@ldstudio.com.au

OWNER DETAILS

Name of the person having benefit of the development consent: James, Michelmore & Johnson Pty Ltd
Address: 17 Hopetoun Avenue Vaucluse NSW 2030
Phone: 9337 1789

RELEVANT CONSENTS

Consent Authority / Local Government Area: Inner West Council
Development Consent Number: DA201300229
Consent issue date: 17/01/2014
Construction Certificate Number: C150121-01, C150121-02
Construction Certificate Date: 11/06/2016, 05/06/2018

PROPOSAL

Address of Development: 70 Crystal Street, Petersham NSW 2049
Building Classification: Class 1a / 10a / 10b
Scope of Building Works Covered by this Certificate: Torrens title subdivision to create two (2) allotments, undertake alterations and additions to the existing dwelling to permit a change of use to a boarding house comprising seven (7) self contained rooms, construction of new boarding house with six (6) self contained rooms.
Attachments: Schedule 1
Fire Safety Schedule: Schedule 2
Interim or Final: Final
Whole / Part of Building Whole

PRINCIPAL CERTIFYING AUTHORITY

Accredited Certifier: Lee Kippax
Accreditation Body & Registration No.: Building Professionals Board 0810

DETERMINATION

Approval Date: 07/06/2018

I, Lee Kippax, as the certifying authority, certify that:

- the health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- a current development consent is in force for the building, and
- if any building work has been carried out, a current construction certificate has been issued with respect to the plans and specifications for the building, and
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- a fire safety certificate has been issued for the building (if a fire safety schedule is required under Part 9), and
- a report from the Fire Commissioner has been considered (if required).



Lee Kippax

SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE

Mandatory Inspections:

<i>CRITICAL STAGE INSPECTIONS</i>	<i>Section 109E (3) (d) of the Act & Clause 162A of the Reg's</i>			
In the case of a Class 2, 3 or 4 building,	Critical Stage Inspections			Inspection Date
<i>At the commencement of the building work, (Pre CC/CDC Inspection) and</i>	Yes <input checked="" type="checkbox"/>	Missed <input type="checkbox"/>	N/A <input type="checkbox"/>	03/05/2016
<i>Prior to pouring any in-situ reinforced concrete building element, and</i>	Yes <input checked="" type="checkbox"/>	Missed <input type="checkbox"/>	N/A <input type="checkbox"/>	30/08/2018 21/11/2016
<i>Prior to covering of the framework any floor, wall, roof, or other building element, and</i>	Yes <input checked="" type="checkbox"/>	Missed <input type="checkbox"/>	N/A <input type="checkbox"/>	13/02/2017
<i>After excavation for, and prior to the placement of any footings, and</i>	Yes <input checked="" type="checkbox"/>	Missed <input type="checkbox"/>	N/A <input type="checkbox"/>	18/07/2017
<i>Prior to covering waterproofing in any wet areas, and</i>	Yes <input checked="" type="checkbox"/>	Missed <input type="checkbox"/>	N/A <input type="checkbox"/>	12/07/2016 21/11/2016
<i>Prior to covering any stormwater drainage connections, and</i>	Yes <input checked="" type="checkbox"/>	Missed <input type="checkbox"/>	N/A <input type="checkbox"/>	21/11/2016 18/07/2017
<i>After the building work has been completed and prior to any occupation certificate</i>	Yes <input checked="" type="checkbox"/>	Missed <input type="checkbox"/>	N/A <input type="checkbox"/>	22/05/2018

Supporting Documentation:

1. Application for Occupation Certificate dated 29th May 2018
2. Structural Design Certificate – Portes dated 29th November 2016
3. Certificate of Compliance Balustrades – Built Complete dated 16th April 2018
4. Crimsafe Fire Attenuation Test Report – Exova Warrington dated 29th April 2016
5. Final Safety Certificate – Built Complete dated 23rd March 2018
6. Fire Attenuation Screens Certificate – GuardRight Industries dated 5th April 2018
7. Electrical Certificate – Mac Elec dated 23rd May 2018
8. External Wall Installation Certificate – Built Complete dated 23rd April 2018
9. Drencher Certificate – Reddot Fire dated 22nd May 2018
10. Fire Engineering Report – Inspection – Design Confidence dated 4th June 2018
11. BASIX Works Completed – Built Completed dated 23rd April 2018
12. Access Report Inspection – Design Confidence dated 29th May 2018
13. Plumbing Certificate – CSI Plumbing dated 10th April 2018
14. Plumbing Drainage Certificate – Craig Scifleet dated 10th April 2018
15. Waterproofing Installation Certificate – Built Complete dated 2nd May 2018
16. Glazing Certificate – Built Complete dated 23rd March 2018
17. Glass & Glazing Certificate – Customs Glass & Shower Screens dated 20th April 2018
18. Termite Certificate – Sentinel Pest Control dated 24th September 2015
19. Builders Completion Statement – Built Complete dated 23rd April 2018
20. Designer Completion Letter – Lombardo Design Studio dated 29th May 2018
21. Final Design Certificate – Built Complete dated 23rd April 2018
22. Acoustic Certificate – West & Associates dated 15th May 2018
23. WAE Plan – Ivan Sterigov dated 9th May 2018

Condition of Consent:

24. Condition 46, 47, 48: Statement regarding Condition 46,47,48 – Lombardo Design Studio dated 3rd May 2018
25. Condition 63, 68: Survey Plan (dwg 140327-ID Rev A) – C-Side Surveyors
26. Condition 66, 68, 85: Stormwater Certificate – Portes dated 11th May 2018
27. Condition 74: Subdivision – LPI – Inner West Council dated 3rd May 2018
28. Condition 74: Subdivision - Positive Covenant – James Michelmore & Johnson
29. Condition 74: Subdivision lodgement at Council – Inner West Council dated 3rd May 2018
30. Condition 74: Subdivision Plan – Ivan Victor Sterligov dated 12th March 2018
31. Condition 74: Subdivision Submission – Land Registry Services dated 25th May 2018

32. Condition 74: Pre-Allocated Plan Number Details – Lands & Property Information dated 17th January 2014
33. Condition 79: Section 73 Compliance Certificate – Sydney Water dated 17th January 2014
34. Condition 80: Landscape Certificate – Master Landscape (Aust) dated 20th April 2018
35. Condition 82, 86, 89, 90, 91: Certificate of Compliance – Inner West Council dated 14th May 2018
36. Condition 83: Developer Contract Plan – Sydney Water dated 21st December 2016

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a 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.
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.
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 is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (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? 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) Have any actions been taken, including the issuing of 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.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the 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? If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (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 of 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.
- 18.
- (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 19.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the Property?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?

- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) 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 including cladding?
22. If the 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?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

25. 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

26. 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.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. 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.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. 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

32. 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) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) 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.
 - (d) 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) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



Revenue

Enquiry ID 4008479
Agent ID 81429403
Issue Date 08 Nov 2023
Correspondence ID 1774107831
Your reference 237545

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1228844/11	70A CRYSTAL ST PETERSHAM 2049	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Fire Safety Statement



Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Please note:

Information to assist building owners to complete each section of the statement is provided on pages 3, 4 and 5.

Section 1: Type of statement

This is (mark applicable box): an annual fire safety statement (complete the declaration at Section 8 of this form)
 a supplementary fire safety statement (complete the declaration at Section 9 of this form)

Section 2: Description of the building or part of the building

This statement applies to: the whole building part of the building

Address (Street No., Street Name, Suburb and Postcode)

70B CRYSTAL STREET PETERSHAM NSW 2049

Lot No. (if known)

DP/SP (if known)

Building name (if applicable)

Provide a brief description of the building or part (building use, number of storeys, construction type etc)

2 STOREYS ABOVE

RESIDENTIAL

Section 3: Name and address of the owner(s) of the building or part of the building

Full Name (Given Name/s and Family Name) *

JAMES MICHELMORE & JOHNSON PTY LTD.

* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

PO BOX 106, KILLARA, NSW, 2071

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Lighting to assist evacuation	BCA Part 3.7.2.5 & AS/NZS 2293.1-2005	29/06/2023	Tony Mcilwraith – F015235A
Portable fire extinguishers	AS2444-2001	29/06/2023	Tony Mcilwraith – F015235A
Smoke Alarms	BCA Part 3.7.2 & AS3786 - 2014	29/06/2023	Tony Mcilwraith – F015235A
Openings within the northern elevation of Building B and the southern elevation of Building A are located less than 900mm from the proposed boundary line and therefore don't meet the fire separation requirements of Volume two of the BCA	Alternate Solution Report prepared by Design Confidence, P214_237-2 (FER) AA dated 6th January 2014; BCA Part 3.7.1.5 (b) & P2.31	29/06/2023	Tony Mcilwraith – F015235A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

Fire Safety Statement



Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Please note:

Information to assist building owners to complete each section of the statement is provided on pages 3, 4 and 5.

Section 1: Type of statement

This is (mark applicable box): an annual fire safety statement (complete the declaration at Section 8 of this form)
 a supplementary fire safety statement (complete the declaration at Section 9 of this form)

Section 2: Description of the building or part of the building

This statement applies to: the whole building part of the building

Address (Street No., Street Name, Suburb and Postcode)

70A CRYSTAL STREET PETERSHAM NSW 2049

Lot No. (if known) DP/SP (if known) Building name (if applicable)

Provide a brief description of the building or part (building use, number of storeys, construction type etc)

2 STOREYS ABOVE
RESIDENTIAL

Section 3: Name and address of the owner(s) of the building or part of the building

Full Name (Given Name/s and Family Name) *

JAMES MICHELMORE & JOHNSON PTY LTD

* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

PO BOX 106, KILLARA, NSW, 2071

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Lighting to assist evacuation	BCA Part 3.7.2.5 & AS/NZS 2293.1-2005	29/06/2023	Tony Mcilwraith – F015235A
Portable fire extinguishers	AS2444-2001	29/06/2023	Tony Mcilwraith – F015235A
Smoke Alarms	BCA Part 3.7.2 & AS3786 - 2014	29/06/2023	Tony Mcilwraith – F015235A
Openings within the northern elevation of Building B and the southern elevation of Building A are located less than 900mm from the proposed boundary line and therefore do not meet the fire separation requirements of Volume two of the BCA	Alternate Solution Report prepared by Design Confidence, P214_237-2 (FER) AA dated 6th January 2014; BCA Part 3.7.1.5 (b) & P2.31	29/06/2023	Tony Mcilwraith – F015235A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

70A CRYSTAL STREET PETERSHAM NSW 2049

Fire Safety Statement



Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Part of the building inspected	Date(s) inspected	APFS *
All fire exits, paths of travel, fire safety notices and doors relating to fire exits	29/06/2023	Tony Mcilwraith – F015235A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Section 6: Name and contact details of each accredited practitioner (fire safety) (APFS)*

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
Tony Mcilwraith	U13/84 Old Pittwater Road Brookvale NSW	02 9939 8107	F015235A	

* Where applicable – see notes on page 4 for further information.

Section 7: Details of the person making the declaration in section 8 or 9

Full name (Given Name/s and Family Name)
MARY EL KHOURY

Organisation (if applicable) Title/Position (if applicable)
OXFORD AGENCY SENIOR PROPERTY MANAGER

Address (Street No, Street Name, Suburb and Postcode)
40 FLINDERS STREET, DARLINGHURST, NSW, 2010

Phone Email
(02) 9331 2180 MARY @ OXFORDAGENCY.COM.AU

The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

Section 8: Annual fire safety statement declaration

I, Click here **MARY EL KHOURY** (insert full name) being the: owner owner's agent
declare that:

- each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
 - for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
 - for an essential fire safety measure applicable to the building but not specified in the fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature Date issued
 20/7/2023

Section 9: Supplementary fire safety statement declaration

I, Click here **MARY EL KHOURY** (insert full name) being the: owner owner's agent
declare that each critical fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing to at least the standard required by the current fire safety schedule for the building.

Owner/Agent Signature Date issued
 20/7/2023

Note:

- A fire safety statement for a building must not be issued unless the statement is accompanied by a fire safety schedule for the building in accordance with the Regulation.

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



- The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with section 81 of the Regulation. An agent cannot be made responsible for this requirement.

Please note:

The following information has been provided to help building owners complete the fire safety statement template and does not comprise part of the form. The following pages do not have to be displayed in the building and need not be submitted to the local council and the Commissioner of Fire and Rescue NSW.

General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in the Dictionary in the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements need to be emailed to Fire and Rescue NSW at afss@fire.nsw.gov.au. For further information about this process, please visit the 'Lodge a fire safety statement' page at www.fire.nsw.gov.au.
- As soon as practicable after issuing the fire safety statement, the building owner must ensure a copy (together with a copy of the current fire safety schedule) is displayed in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety in buildings' page of the Department's website at www.planning.nsw.gov.au.

Section 1: Type of statement

- Mark the applicable box to identify if the statement being issued is an annual fire safety statement or a supplementary fire safety statement.
- An annual fire safety statement is issued under Part 12 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under Part 12 of the Regulation and relates to each critical fire safety measure that applies to the building.

Section 2: Description of the building or part of the building

- Mark the applicable box to identify whether the statement relates to the whole building or part of the building.
- In addition to the address and other property identifiers, a brief description of the building or part is to be provided. This could include the use(s) of the building (e.g. retail, offices, residential, assembly, carparking), number of storeys (above and/or below ground), construction type or other relevant information.
- If the description relates to part of a building, the location of the part should be included in the description.

Section 3: Name and address of the owner(s) of the building or part of the building

- Provide the name and address of each owner of the building or part of the building.
- The owner of the building or part of the building could include individuals, a company, or an owner's corporation.

Section 4: Fire safety measures

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- The statutory fire safety measures are listed in section 79 of the Regulation.
- Fire safety measures include both essential fire safety measures and critical fire safety measures. They include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- Essential fire safety measures are those fire safety measures which are assessed on an annual basis, while critical fire safety measures are those which are required to be assessed at more regular intervals (as detailed on the fire safety schedule). These terms are defined in the Dictionary in the Regulation.
- For annual fire safety statements, the table in section 4 must list each of the essential fire safety measures that apply to the building or part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the annual fire safety statement is issued.

- For supplementary fire safety statements, the table in section 4 must list each of the relevant critical fire safety measures that apply to the building or part and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within 1 month prior to the date the supplementary fire safety statement is issued.
- The accreditation number of the APFS who assessed a fire safety measure listed in section 4 must be nominated against the relevant measure(s) in the column titled 'APFS'. If the APFS is not required to hold accreditation, the name of the APFS must be listed. Further information relating to the accreditation of practitioners is provided at section 6.

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that an APFS has inspected the fire safety notices, fire exits, fire exit doors and the paths of travel to fire exits in the building or part of the building and found there has been no breach of Part 15 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the APFS who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'APFS'. Further information relating to the accreditation of practitioners is provided at section 6.

Section 6: Name and contact details of each accredited practitioner (fire safety) (APFS)

- An APFS is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement).
- The purpose of this section is to record the name, address and contact details of each APFS who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to indicate their assessment of the fire safety measure/s and the relevant standard of performance. In addition, where the relevant practitioner that inspected the matters in section 5 did not sign the fire safety statement, they would need to address section 5 in a separately signed document.
- A building owner must select an APFS from a register of practitioners accredited under an approved industry accreditation scheme. The accreditation number of each relevant APFS must be listed on the form.
- If the building owner has determined the competence of a person to act as a APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at www.fairtrading.nsw.gov.au.

Section 7: Details of the person making the declaration in section 8 or 9

- The purpose of this section of the form is to detail the name, address and contact details of the person who is making the required declaration i.e., the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person makes the required declaration on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person making the required declaration as a representative of the organisation must have the appropriate authority to do so.
- Where a person makes the required declaration on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may make the required declaration, however each of the other owners must authorise that owner to act as their agent.
- The person making the required declaration must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation.

Section 8: Annual fire safety statement declaration

- The person completing this section is the person who is making the required declaration for the annual fire safety statement in accordance with section 88 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- **In making the required declaration, the building owner or agent is not declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by an APFS to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each APFS to verify that the standard of performance has been met, prior to completing the form.**
- The person who makes the required declaration by completing section 8 or section 9 of the form must not be an APFS who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement, or their employer/employee or direct associate. This is to ensure that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

Section 9: Supplementary fire safety declaration

- The person completing this section is the person who is making the required declaration for the supplementary fire safety statement in accordance with section 90 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 8 on what the owner is declaring also applies to a supplementary fire safety statement.

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29th June 2023

Fire Safety Schedule

Property | 70A Crystal Street PETERSHAM NSW 2049

Fire Safety Measure	Minimum Standard of Performance
Lighting to assist evacuation	BCA Part 3.7.2.5 & AS/NZS 2293.1-2005
Portable fire extinguishers	AS2444-2001
Smoke Alarms	BCA Part 3.7.2 & AS3786 - 2014
Openings within the northern elevation of Building B and the southern elevation of Building A are located less than 900mm from the proposed boundary line and therefore do not meet the fire separation requirements of Volume two of the BCA	Alternate Solution Report prepared by Design Confidence, P214_237-2 (FER) AA dated 6th January 2014; BCA Part 3.7.1.5 (b) & P2.31