

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 135823589	NSW DAN:
vendor's agent	MatMar Properties Pty Ltd 40-42 Flinders Street Darlinghurst 2010	matt@oxfordagency.com.au michael@oxfordagency.com.au	Phone: 0404 089 362 Fax: 0418 226 881
co-agent	Oxford Real Estate Pty Ltd t/as Oxford Agency		Ref: Matt Marano
vendor	SECARL PTY LIMITED 313/148 Goulburn Street Surry Hills NSW 2010	ACN: 607447790	
vendor's solicitor	Nicholas Eddy & Co 194 Underwood Street PADDINGTON NSW 2021		Phone: 02 9327 8606 Fax:
date for completion	42 days after the contract date	(clause 15)	Email: info@nicholaseddy.com.au
land	701/46 WENTWORTH AVE SURRY HILLS NSW 2010		
(Address, plan details and title reference)	LOT 31 IN STRATA PLAN 94106 31/SP94106		
	<input type="checkbox"/> VACANT POSSESSION	<input checked="" type="checkbox"/> Subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport	<input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace	<input type="checkbox"/> storage space
	<input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered:		
	<input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

<p><b>VENDOR</b></p> <hr/> <p><b>Signed By</b></p>  <p>Vendor _____</p>  <p>Vendor _____</p>	<p><b>PURCHASER</b></p> <hr/> <p><b>Signed By</b></p>  <p>Purchaser _____</p>  <p>Purchaser _____</p>
<p><b>VENDOR (COMPANY)</b></p> <hr/> <p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p>  <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p>  <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>PURCHASER (COMPANY)</b></p> <hr/> <p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p>  <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p>  <p>_____ Office held</p> <p>_____ Office held</p>

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):

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

land tax is adjustable

NO  yes

GST: Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

Strata Sense - Daniel Holt  
Suite 903, 418a Elizabeth Street, Surry Hills NSW 2010

info@stratasense.com.au  
1300 859 044

**CERTIFICATE UNDER SECTION 66W OF THE CONVEYANCING ACT 1919**

I certify as follows:

1. I am a Solicitor/Barrister/ Licensed Conveyancer currently admitted to practice in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property named in the Schedule between the Vendor and the Purchaser named in the Schedule in order that there is no cooling off period in relation to that Contract.
3. I do not act for the Vendor and am not employed in the legal practice of a Solicitor or Licensed Conveyancer acting for the Vendor, nor am I a member or employee of a firm of which a Solicitor or Licensed Conveyancer acting for the Vendor is a member or employee.
4. I have explained to Purchaser or if the Purchaser is a Corporation, a person whom I know to be an officer of the Corporation or a person involved in the management of its affairs:-
  - (a) the effect of the Contract for the purchase of that Property;
  - (b) the nature of this certificate; and
  - (c) that the giving of this Certificate to the Vendor means that there is no "cooling off" period in relation to the Contract.

Date : 2024

Signature .....

Name of Signatory .....

Address of Signatory .....

.....

**SCHEDULE**

Property	
Vendor/s	
Purchaser/s	

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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



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

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

1.1 In this contract, these terms (in any form) mean –

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

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

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

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

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

701/46 WENTWORTH AVE SURRY HILLS NSW 2170

# Nicholas Eddy & Company

SOLICITORS, ATTORNEYS AND CONVEYANCERS

ABN 83 926 752 496

## SPECIAL CONDITIONS FOR THE CONTRACT FOR SALE OF LAND 2022 EDITION

**Between:** Secarl Pty Limited c/o Susie Carleton ("Vendors")  
**and** ("Purchaser/s")  
**Dated** 2024

33. **Inconsistencies between clauses**

If there is any inconsistency between any of the clauses 1 to 32 inclusive and the following clauses, then the provisions of the following clauses prevail to the extent of any inconsistency.

34. **Purchaser's Acknowledgement**

The Purchaser acknowledges that the Purchaser has inspected the property and that the Purchaser is entering into this Contract as a result of the Purchaser's own enquiries and inspections and has not relied on any statement, representation or warranty by or on behalf of the Vendor other than those as set out in this Contract and it is further acknowledged that this Contract and the property is sold and shall be accepted by the Purchaser in its present state of repair and condition and subject to any infestation or dilapidation including all latent and patent defects and faults and that the Purchaser shall not make or take any objection, requisition or claim for compensation in relation to any or all the matters aforesaid.

35. **Right to Rescind**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein, should the Purchaser prior to completion:

- a) die or become mentally ill, then the Vendor may rescind this Contract by notice in writing forwarded to the solicitors named as the Purchaser's solicitors in this Contract and thereupon this Contract shall forthwith be at an end and the provisions of Clause 19 shall apply; or
- b) be declared bankrupt then the Purchaser shall be deemed to be in breach of this Contract and the Vendor may terminate the Contract by notice in writing forwarded to the solicitor named as the Purchaser's solicitor and thereupon this Contract shall be at an end and the provisions of Clause 9 hereof shall apply.

36. **Encumbrances**

The Vendor shall not be required to have any mortgage, writ or caveat registered on the title of the property discharged or withdrawn prior to completion provided that upon completion the Vendor will hand to the Purchaser a form of discharge of mortgage or writ or withdrawal of caveat (as the case may be) in registrable form in respect of any mortgage, writ or caveat so registered and will allow the Purchaser a registration fee on any such discharge of mortgage or writ or withdrawal of caveat.

37. **Notice to Complete**

- a) A notice to complete served pursuant to clause 15 shall require completion to be affected by a time and on a date, which is not less than 14 days after service of the notice.

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- b) The parties agree that a period of 14 days shall be a sufficient and reasonable period for the party served to complete this Contract and that such notice shall be sufficient both at law and in equity to make time of the essence in respect of the time specified in the notice.
- c) In the event that completion does not take place by the completion date due to the default of the Purchaser and the Vendor serves a notice to complete on the Purchaser, the Purchaser will pay to the Vendor the sum of \$480.00 (inclusive of GST) on or before completion to cover the Vendor's legal costs and expenses in connection with issue of the notice to complete.
- d) If settlement does not take place on or before the Date for Completion due to default by the Purchaser, the Purchaser must pay the Vendor's additional legal fees of \$220.00 (inclusive of GST). These additional legal fees will need to be paid on settlement.

## 38. Liquidated Damages for Late Completion

- a) If the Purchaser does not complete this Contract on the completion date then, without prejudice to all and any other rights of the Vendor pursuant to the Contract, in addition to the balance of the price the Purchaser must pay interest on the balance of the price at a rate of 8% per annum calculated daily from the day following the completion date and continuing up to and including the date of actual completion.
- b) The Purchaser acknowledges that interest at the rate of 8% per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the completion date.
- c) The Purchaser need not pay interest under this special condition if the failure to complete on the completion date is caused solely by the Vendor.
- d) It is an essential term of this Contract that interest under this special condition be paid on completion.

## 39. Building Certificate

Notwithstanding clause 11 herein if, as a consequence of any application by the Purchaser for a Building Certificate from the Local Council:

- a) a work order under any legislation is made after the date of this Contract; or
- b) the Local Council informs the Purchaser of works to be done before it will issue a Building Certificate;

then the Purchaser is not entitled to make a requisition or claim in respect to such work order or the works required by the Local Council and if this Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at their own expense.

## 40. Interest on deposit

Notwithstanding anything to the contrary elsewhere in this Contract contained:

- a) if this Contract is completed or rescinded and the deposit paid by the Purchaser on exchange is less than 10% of the purchase price, the interest earned on the deposit will be paid to the Vendor;
- b) if this Contract is completed or rescinded and the deposit paid by the Purchaser on exchange is 10% of the purchase price, the interest earned on the deposit will be shared equally by the Vendor and the Purchaser;
- c) if this Contract is not completed or terminated due to the fault of the Vendor, the interest earned on the deposit will be paid to the Purchaser;



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- d) if this Contract is not completed or terminated due to the fault of the Purchaser, the interest earned on the deposit will be paid to the Vendor.

## 41. Tax File Numbers

The parties acknowledge and agree that:

- a) Each is aware of the tax file number provisions in the Income Tax Assessment Act 1936 ("Act") and in particular is aware that where the deposit is invested but the deposit holder has not notified the bank with which the deposit is invested of the tax file numbers of both parties before the investment of the deposit, income tax may be deducted from the interest accrued on the deposit at the highest marginal tax rate under the Act plus the Medicare Levy.
- b) Each party is to provide its tax file number to the deposit holder on or before the date of this Contract and authorises the deposit holder to furnish the tax file number to the bank with which the deposit is to be invested; and
- c) The deposit holder is not required to invest the deposit if the tax file numbers of both parties are not provided to the deposit holder.

## 42. Purchaser's Warranty

The Purchaser warrants that he was not introduced to the Vendor or to the property either directly or indirectly by a real estate agent, or broker or other person entitled to claim commission or fee from the Vendor other than the Vendor's Agent named in this Contract. The Purchaser shall indemnify and keep indemnified the Vendor against any loss or liability including legal fees arising as a result of a breach of this warranty and such indemnity shall not merge on completion.

## 43. Disclosure

- a) The Purchaser is not entitled to rescind this Contract or take, make or raise any objection or requisition or claim for loss, damage or compensation or other relief in respect of or relating to any matter disclosed in this Contract or the disclosed documents.
- b) The Vendor does not warrant the currency, correctness, accuracy or completeness of any disclosed documents or that there are no other documents relating to property and the Purchaser is deemed to have satisfied itself by enquiry and to have relied on its own judgment and the advice of its own consultants with respect to the disclosed documents and with respect to all matters relevant to the property and the Purchaser is not entitled to require the Vendor to produce or make available any documents other than the disclosed documents.

## 44. Service

Notwithstanding anything contained in Clause 20.6 of this Contract the service of any notice or document in connection with this Contract shall be deemed to have been received by that party or that party's solicitor where it is sent through facsimile and/or email on the day it is actually transmitted to that party or that party's solicitor saves where:

- a) the sender's machine indicates a malfunction in transmission, or the recipient immediately notifies the sender of an incomplete transmission, service shall not be deemed to have been affected; or
- b) the transmission is not completed before 5.00 p.m. (local time) on a normal business day, service shall be deemed to have been effected at 9.00 a.m. on the next business day

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## 45. **Parties Acknowledgement**

- a) The parties acknowledge and agree that this Contract contains or refers to the whole of their agreement in relation to the sale and purchase of the property and that except where required by law no further promises, representations, warranties, undertakings or conditions are to be deemed to be implied in this Contract or to arise between the parties due to earlier drafts of this Contract, by way of collateral or other agreement, or by reason of any promise, representation, warranty or undertaking given or made by any party to the other on or before the making of this Contract.
- b) The Vendor makes no warranty or representation in respect of the accuracy or completeness of any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract and the Purchaser acknowledges and agrees that it has placed no reliance on any brochure, advertisement or other document.
- c) The Purchaser acknowledges that the Purchaser:
  - (i) has made its own inquiries in relation to the property;
  - (ii) does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;
  - (iii) is fully satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the property; and
  - (iv) is fully satisfied as to the need for and the existence or validity of any development or other approval for the property.

## 46. **Confidentiality**

The parties, other than as required by law, shall not disclose the identity of the Vendor or Purchaser in this Contract, any information or matters contained herein, or discuss this Contract or its contents with any other party except the Vendor's agent and the solicitors named on the face of this Contract and any bona fide financiers retained for the purposes of or in relation to this contacted or as required by law.

## 47. **Guarantee**

- a) If the Purchaser is a company (other than a public company listed on the Australian Stock Exchange) the Purchaser must secure a guarantee and indemnity in the form of attachment "A" signed by each of the directors of the Purchaser.
- b) This special condition is an essential term of this Contract.

## 48. **Deposit Guarantee**

- a) This clause only applies if the Purchaser pays the deposit by way of deposit guarantee.
- b) In this Contract "deposit guarantee" means the deposit guarantee issued to the Vendor at the request at of the Purchaser by ("the guarantor") in the form annexed to this Contract.
- c) The Purchaser will pay the amount stipulated in the Deposit Guarantee to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.
- d) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the Deposit

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Guarantee, the Purchaser will immediately pay the deposit (or so much of the deposit as has not been paid) to the deposit holder.

- e) If the Deposit Guarantee has an expiry date which occurs before the completion date, the Purchaser must on or before that expiry date, replace the Deposit Guarantee with either a bank cheque in favour of the Vendor's solicitors for the deposit or a replacement Deposit Guarantee which has an expiry date occurring after the completion date.
- f) Replacement of any Deposit Guarantee about to expire is an essential term of this Contract.

## 49. **Severability**

If a clause of this Contract is illegal or unenforceable, it may be severed without effecting the enforceability of other clauses in this Contract

## 50. **Execution by Attorney and Warranty of Authority**

### a) Execution by Attorney

Each attorney (if any) executing this Contract acknowledges that it has at the time of executing this Contract, no notice of the revocation of the power of attorney under the authority of which it has executed this Contract.

### b) Parties' Warranty as to Execution.

Each party represents and warrants to the other party that:

- (i) on the signing of this Contract, it has full power and authority, immediately exercisable, to enter and be bound by and to perform its obligations under this Contract;
- (ii) it has full power and authority to enter into and to sign or otherwise execute all other documents to be signed or executed by it under or in connection with this Contract and to do all other things contemplated or required or otherwise necessary or prudent to be done by that party under or in connection with this Contract; and
- (iii) there is no legal impediment to the party entering or carrying out its obligations under this Contract.

## 51. **Adjustment of Strata Levies**

Despite any clause in this Contract to the contrary, the parties must also adjust a periodic contribution determined before the date of the Contract that is payable by instalments. The Vendor will only be responsible for contributions up until and including the settlement date.

## 52. **Section 184 Certificate**

The Purchaser's Solicitor will be responsible for ordering the Section 184 Certificate, and the Purchaser will be liable for the cost of the Certificate.

## 53. **Foreign Persons**

The Purchaser warrants to the Vendor that the Purchaser has (if applicable prior to the date of this Contract obtained acquisition approval for the property in accordance with the Foreign Acquisition and Takeover Act, 1975 and the Purchaser indemnifies and shall continue, notwithstanding completion of this Contract to indemnify the Vendor from and against all loss, damage, costs and expenses which may result directly or indirectly from a breach by the Purchaser of the warranty hereby given.

# Nicholas Eddy Company

SOLICITORS, ATTORNEYS AND CONVEYANCERS

ABN 83 926 752 496

54. **Order on the Agent – PEXA SETTLEMENT**

No later than one (1) business day prior to the completion date, the solicitors/conveyancers for the Purchaser will provide to the Vendor's solicitors an Order on the Agent, in standard form, authorising the release of the deposit to the Vendor on completion of this transaction on the basis that the Order will be held in escrow by the solicitors for the Vendor until completion and in the event that the matter fails to complete it will be returned to the solicitors/conveyancers for the Purchaser.

55. **Deposit Sum**

Despite any other provisions of this Contract if the Vendor becomes entitled to the deposit paid or payable hereunder, then the Purchaser will forfeit ten per cent (10%) of the purchase price and not the amount of the deposit actually paid should this have been less than ten per cent (10%) (with the intention that an amount equal to ten per cent (10%) of the purchase price is forfeitable to the Vendor upon default by the Purchaser). The parties agree that should it be necessary the Purchaser/s may pay the full deposit by electronic transfer into the real estate agents Trust Account.

56. ~~**GST**~~

~~If this Contract says this sale is a taxable supply in full and does not say that the Margin Scheme applies to the property, the Purchaser must pay to the Vendor on completion an amount of 10% of the purchase price set out on the front page of this Contract.~~

57. **Release of Deposit**

If the Vendor at any time after the date of this Contract requires the whole or any part of the deposit which has been paid under this Contract to be released for the purposes of the Vendor purchasing another property, then the following provisions apply:

The Vendor must inform the Purchaser by notice in writing ("Vendor's Notice") of:

- a) the amount of the deposit ("Deposit Amount") required by the Vendor for the purpose of purchasing another property;
- b) the details of the property proposed to be purchased by the Vendor;
- c) the approximate date upon which the deposit will be required by the Vendor; and
- d) the name of the person to whom the deposit is to be made payable.

By entering into this Contract, the Purchaser authorises the agent to release the deposit pursuant to above Vendor's Notice. The Vendor undertakes that the deposit will be paid into a licenced Real Estate Agent's Trust Account or a Solicitor's Trust Account.

.....  
Vendor

.....  
Purchaser

.....  
Vendor

.....  
Purchaser

## 'ANNEXURE A'

### GUARANTEE

- 1.1. This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 1.2. The word *guarantor* means:  

---

---

 and  
  

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(being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).
- 1.3. If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.
- 1.4. In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
  - 1.4.1 payment of all money payable by the purchaser under this contract; and
  - 1.4.2 the performance of all of the purchaser's other obligations under this contract.
- 1.5. The guarantor:
  - 1.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
  - 1.5.2 must pay on demand any money due to the vendor under this indemnity.
- 1.6. The guarantor is jointly and separately liable with the purchaser to the vendor for:
  - 1.6.1 the performance by the purchaser of its obligations under this contract; and
  - 1.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 1.7. The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 1.8. If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 1.9. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
  - 1.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;

- 1.9.2 the release or discharge of any person;
  - 1.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - 1.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
  - 1.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - 1.9.6 the winding up of the purchaser.
- 1.10. This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 1.11. This clause operates as a Deed between the vendor and the guarantor.

**EXECUTED** as a Deed.

**SIGNED SEALED & DELIVERED** by

\_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness

**SIGNED SEALED & DELIVERED** by

\_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Secarl Pty Ltd c/o Susie Carleton  
Purchaser:  
Property: Unit 701/46-52 Wentworth Avenue, Surry Hills NSW  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?
    - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or



combustible material such as cladding? 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?

22.

- (a) If a licence benefits the Property please provide a copy and indicate:
  - (i) whether there are any existing breaches by any party to it;
  - (ii) whether there are any matters in dispute; and
  - (ii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
  - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

#### **Applications, Orders etc**

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

#### **Owners Corporation management**

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
  - (a) who has been appointed to each role;
  - (b) when does the term or each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
  - (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;

- (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

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

**Requisitions and transfer**

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

**Off the plan contract**

54. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
  - (b) 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.



FOLIO: 31/SP94106

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/5/2024	2:38 PM	2	11/12/2017

LAND

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LOT 31 IN STRATA PLAN 94106  
AT SURRY HILLS  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

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SECARL PTY LIMITED (T AM958583)

SECOND SCHEDULE (1 NOTIFICATION)

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1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94106

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP94106

SEARCH DATE	TIME	EDITION NO	DATE
1/5/2024	2:38 PM	4	30/4/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94106  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP94106

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94106  
ADDRESS FOR SERVICE OF DOCUMENTS:  
STRATA SENSE PTY LTD  
PO BOX 1115  
SURRY HILLS  
NSW 2010

SECOND SCHEDULE (23 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1223814
- 3 AM663049 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF CHAMBER SUBSTATION S.65914 SHOWN IN PLAN WITH AM663049 TOGETHER WITH AN EASEMENT FOR ELECTRICITY WORKS (LIMITED IN STRATUM) DESIGNATED (E) IN PLAN WITH AM663049. EXPIRES: 31/7/2067. OPTION OF RENEWAL: 25 YEARS.
- 4 AM700478 POSITIVE COVENANT
- 5 AM700479 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1223814 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 7 DP1223814 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1223814 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 9 DP1223814 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1223814 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 11 DP1223814 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

- 
- ABOVE DESCRIBED
- 12 DP1223814 EASEMENT FOR SHARED FACILITIES AFFECTING THE WHOLE OF  
                  THE LAND ABOVE DESCRIBED
- 13 DP1223814 EASEMENT FOR SHARED FACILITIES APPURTENANT TO THE  
                  LAND ABOVE DESCRIBED
- 14 DP1223814 EASEMENT FOR ACCESS AND GARBAGE VARIABLE WIDTH  
                  (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE  
                  DESCRIBED
- 15 DP1223814 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
                  STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
                  THE TITLE DIAGRAM
- 16 DP1223814 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
                  NUMBERED (7) IN THE S.88B INSTRUMENT
- 17 DP1223814 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
                  NUMBERED (8) IN THE S.88B INSTRUMENT
- 18 DP1223814 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
                  NUMBERED (9) IN THE S.88B INSTRUMENT
- 19 DP1223814 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
                  NUMBERED (10) IN THE S.88B INSTRUMENT
- 20 DP1223814 POSITIVE COVENANT
- 21 SP94106      ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT  
                  STATEMENT FILED WITH SP94106
- 22 SP94106      EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND  
                  EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA  
                  SCHEMES DEVELOPMENT ACT 2015
- 23 AT990612    CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT                  (AGGREGATE: 5000)

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STRATA PLAN 94106

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 91	2	- 141	3	- 130	4	- 106
5	- 95	6	- 91	7	- 91	8	- 91
9	- 91	10	- 129	11	- 148	12	- 148
13	- 86	14	- 88	15	- 91	16	- 93
17	- 93	18	- 141	19	- 133	20	- 141
21	- 88	22	- 90	23	- 92	24	- 95
25	- 225	26	- 141	27	- 134	28	- 247
29	- 93	30	- 92	31	- 183	32	- 190
33	- 243	34	- 281	35	- 211	36	- 183
37	- 194						

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

Secarl Sale 4715

PRINTED ON 1/5/2024

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



STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 1 of 12 sheets

LOCATION PLAN



HUNT STREET

STREET

WENTWORTH AVENUE

200  
 DP 1135191

"GRIFITHS TEAS"  
 NO. 46 WENTWORTH AVE  
 6 LEVEL  
 BRICK  
 APARTMENT BUILDING  
 (2 LEVEL COMMERCIAL UNDER)

TILE 0.02 OVER  
 TERRACE  
 BRICK 0.05 OVER  
 BRICK 0.07 CLR  
 BRICK 0.03 OVER

BALCONY OVERHANGS LEVEL 5 0.43

23.43  
 BALCONIES OVERHANG UP TO 0.52 LEVELS 3-7

V.O. BROWN TILES ON BODY

V.O. BROWN TILES 0.015 CLR

TERRACE

28.56

TERRACE

AVENUE

V.O. BROWN TILES ON BODY

TERRACE

2.39  
 OLD BRICK 0.02 OVER (50)  
 BRICK 0.095 CLEAR (50)

V.O. BRICK 0.015 CLEAR

SEPARATE WALLS

BRICK 0.015 OVER

TERRACE

BK WALL ON BODY

TERRACE

TERRACE

4.1025

BRICK 0.025 OVER

TERRACE

BRICK 0.02 OVER

BK WALL ON BODY

STREET


COMMONWEALTH

NOTES:  
 V.O. ~ VERY OLD

WHOLE OF LOT EASEMENTS (DP1223814):  
 EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)  
 EASEMENT FOR SERVICES (WHOLE OF LOT)  
 EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)  
 EASEMENT FOR SHARED FACILITIES (WHOLE OF LOT)

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450 - 44384SP  
 Subdivision No: 2732017  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
  
 20.09.2017

SP94106



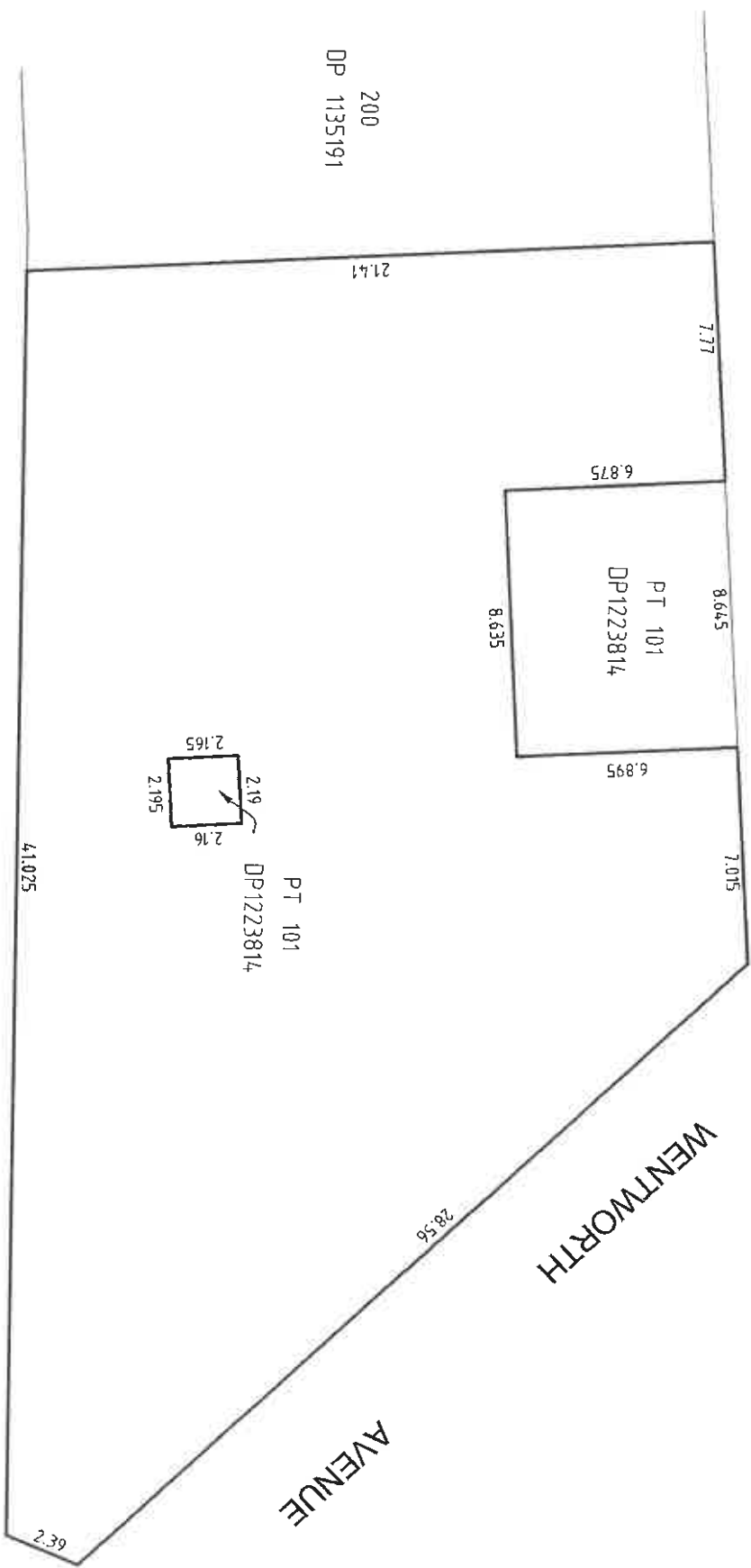
LOCATION PLAN  
 BASEMENT & BELOW  
 WHOLE OF LEVEL IS COMMON PROPERTY

HUNT STREET

STREET

WENTWORTH AVENUE

COMMONWEALTH STREET



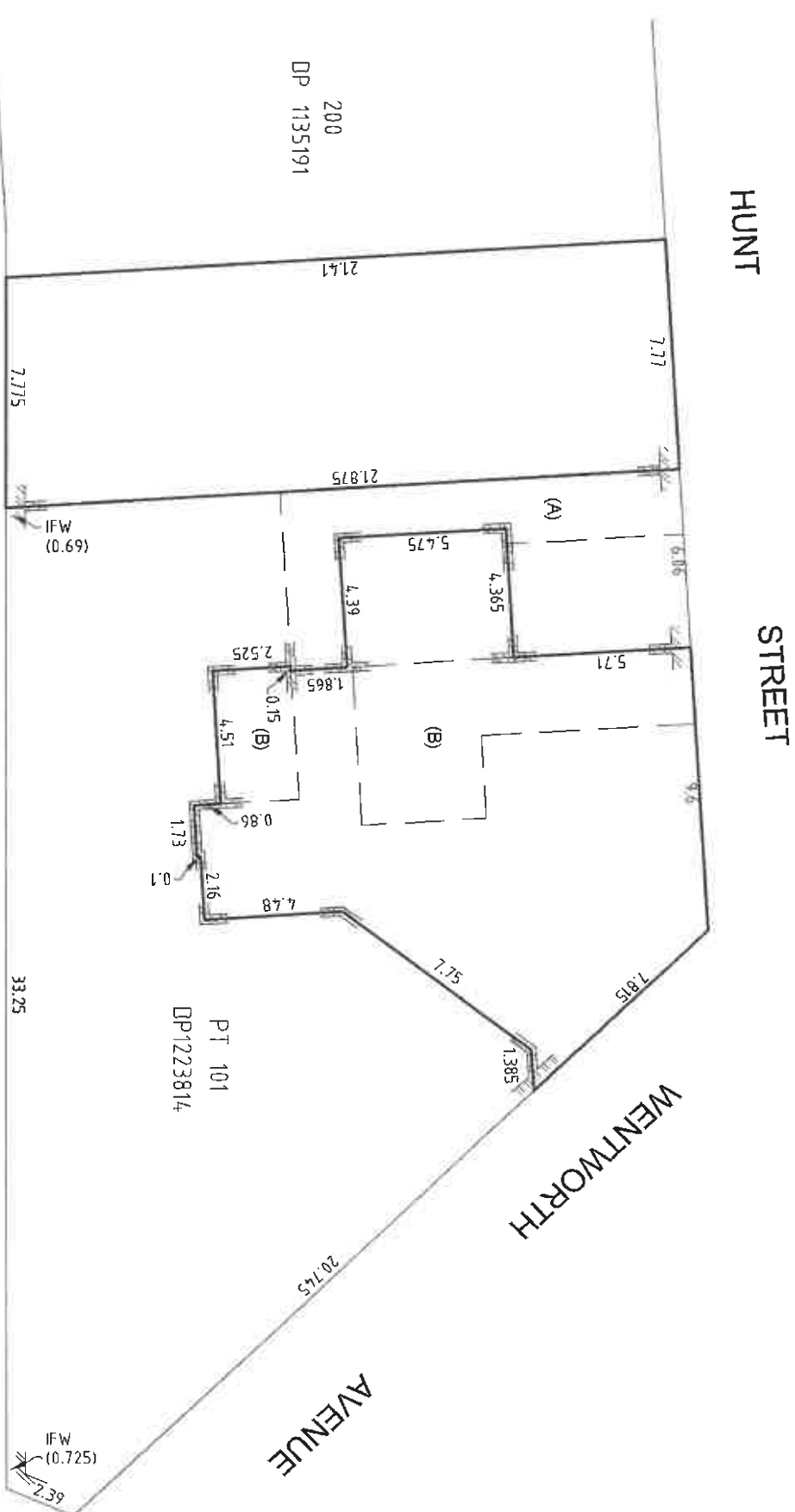
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Surveyor: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450 - 44394SP  
 Subdivision No: 2732017  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
 20.09.2017

SP94106

LOCATION PLAN  
LEVEL 1



- (A) EASEMENT FOR ACCESS AND GARBAGE VARIABLE WIDTH LIMITED IN STRATUM (DP1223814)
- (B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1223814)

--- DENOTES CENTRELINE OF WALL IS BODY  
 IFW DENOTES INSIDE FACE OF CONCRETE WALL

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

SURVEYOR: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450 - 44394SP  
 Subdivision No: 2732017  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
  
 20.09.2017

SP94106





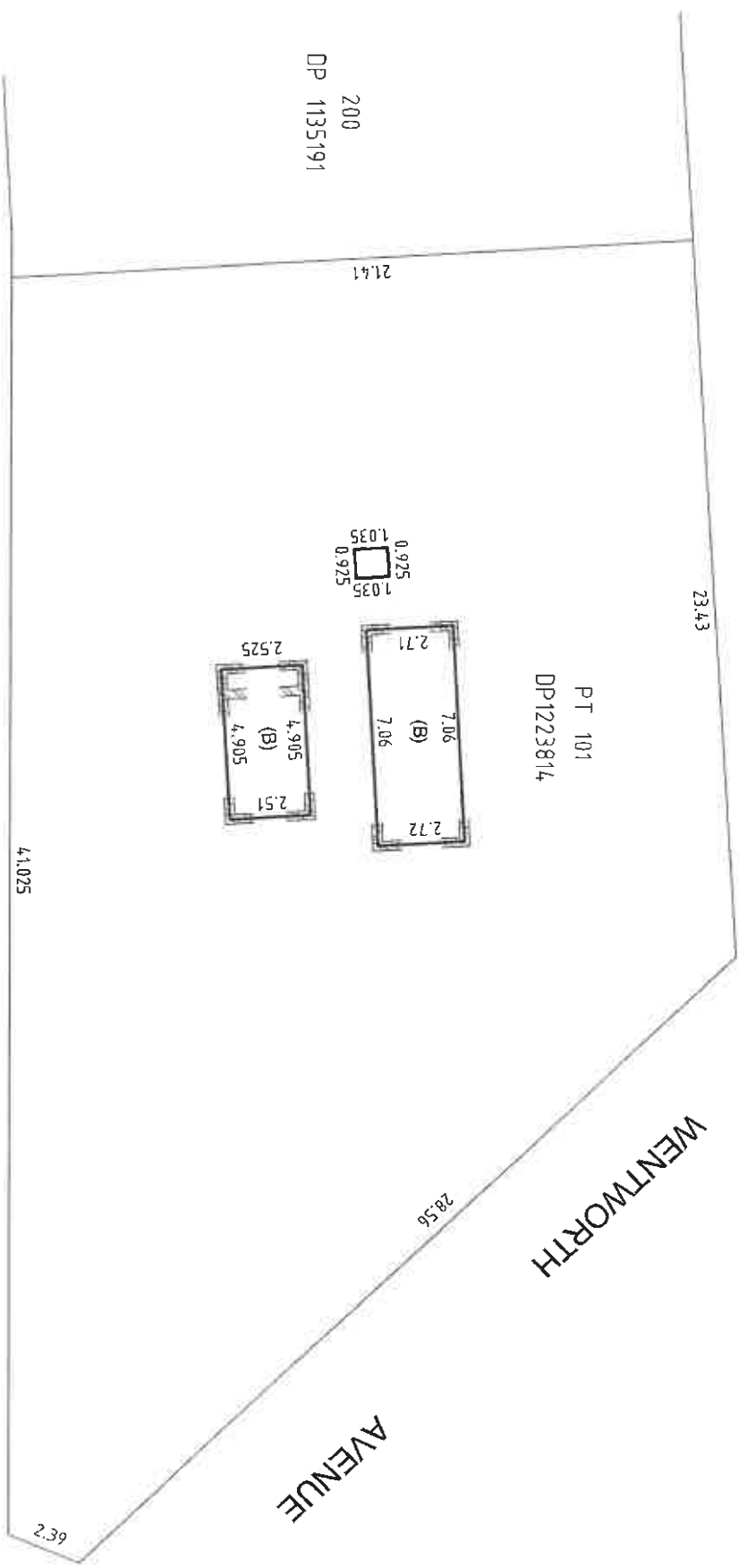
LOCATION PLAN  
 LEVEL 2

WHOLE OF LEVEL IS COMMON PROPERTY

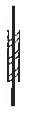
HUNT STREET

STREET

WENTWORTH AVENUE



(B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1223814)



Surveyor: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450 - 44384SP  
 Subdivision No.: 2732017  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
  
 20.09.2017

SP94106

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

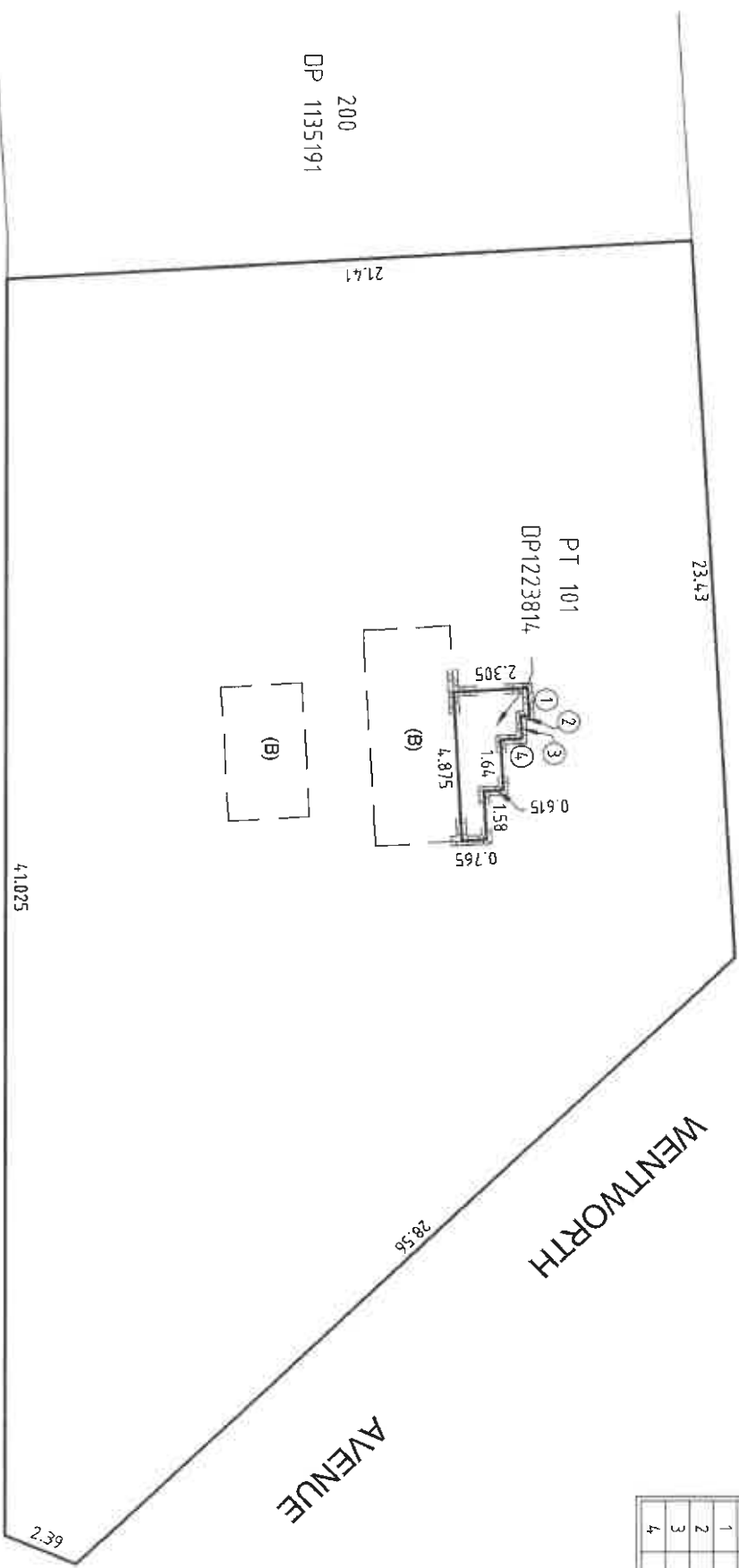
LOCATION PLAN

LEVEL 3-6



SCHEDULE OF SHORT LINES

No.	DISTANCE
1	0.91
2	0.26
3	0.74
4	0.665



HUNT STREET

STREET

WENTWORTH AVENUE

COMMONWEALTH STREET

(B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1223814)

--- DENOTES CENTRELINE OF WALL



Surveyor: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450-44384SP  
 Subdivision No: 2732017  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
 20.09.2017

SP94106



LOCATION PLAN  
LEVEL 7

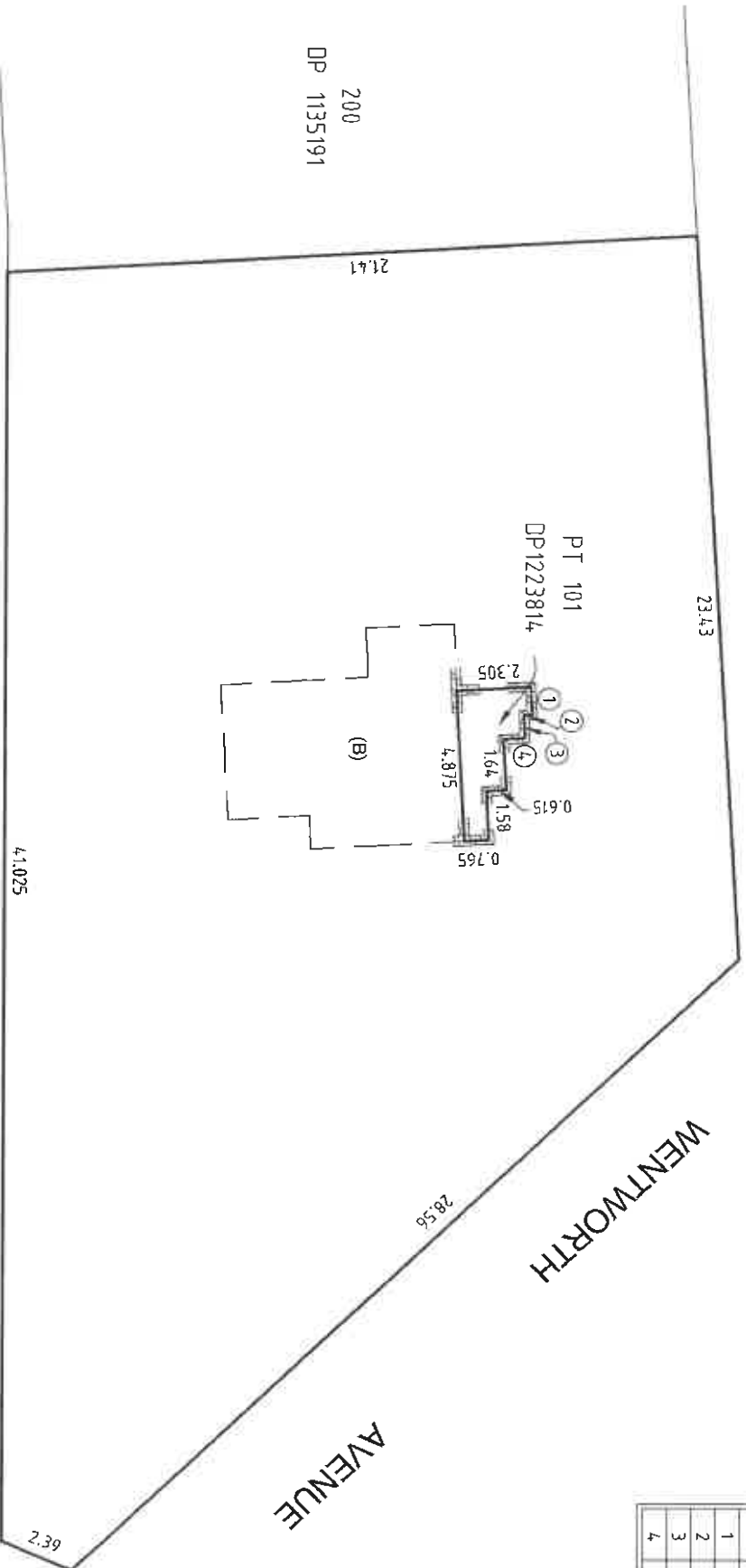
HUNT STREET

STREET

WENTWORTH AVENUE

SCHEDULE OF SHORT LINES

No.	DISTANCE
1	0.91
2	0.26
3	0.74
4	0.665



DP 1135191

PT 101  
DP 1223814

COMMONWEALTH


STREET

(B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (D1223814)

DENOTES CENTRELINE OF WALL

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450 - 44394SP  
 Subdivision No: 2732017  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
  
 20.09.2017

SP94106

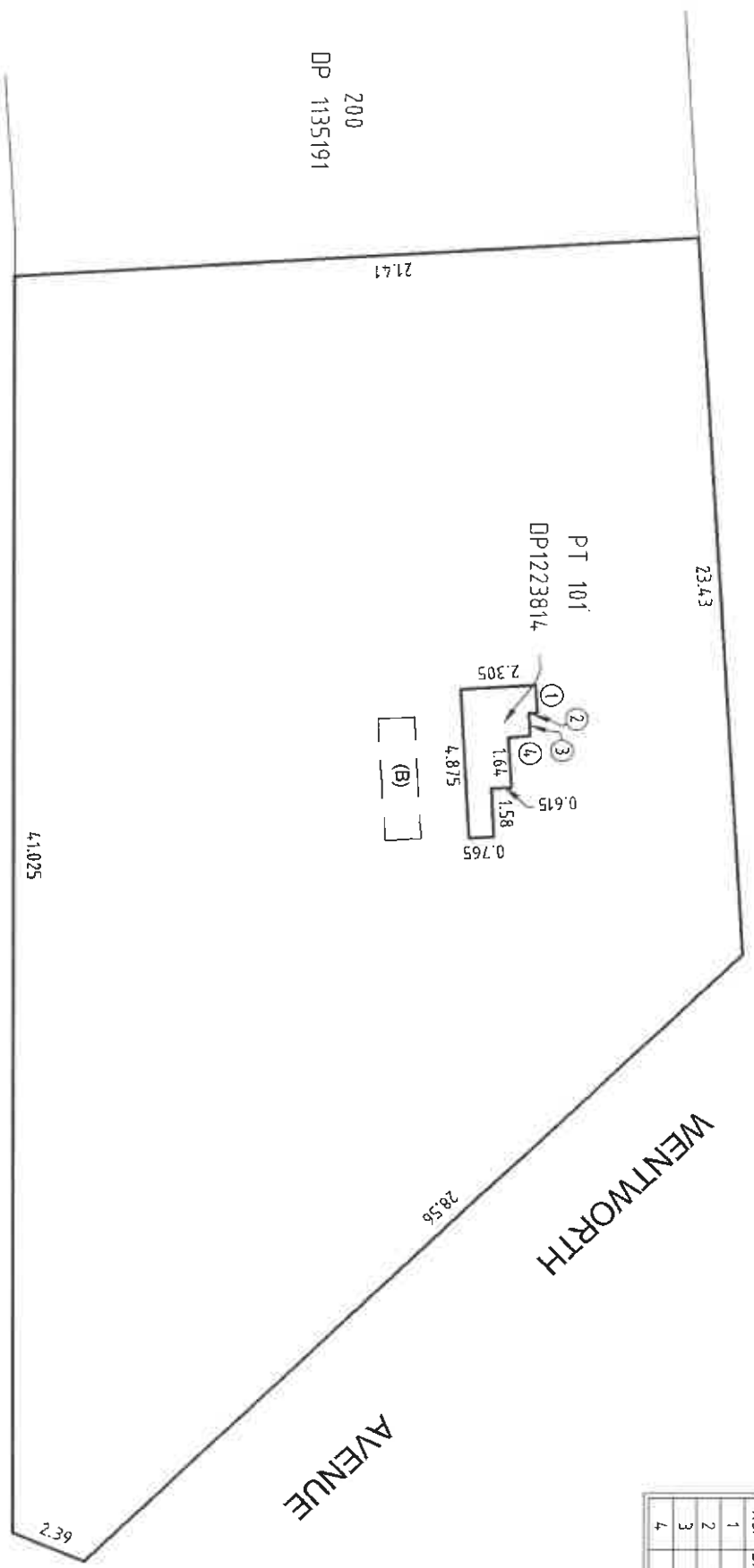


LOCATION PLAN  
LEVEL 8-MEZZANINE

HUNT STREET

SCHEDULE OF SHORT LINES

No.	DISTANCE
1	0.91
2	0.26
3	0.74
4	0.665



(B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1223814)

DENOTES CENTRELINE OF WALL



Surveyor: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450 - 44384SP  
 Subdivision No: 2732017  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
  
 20.09.2017

SP94106

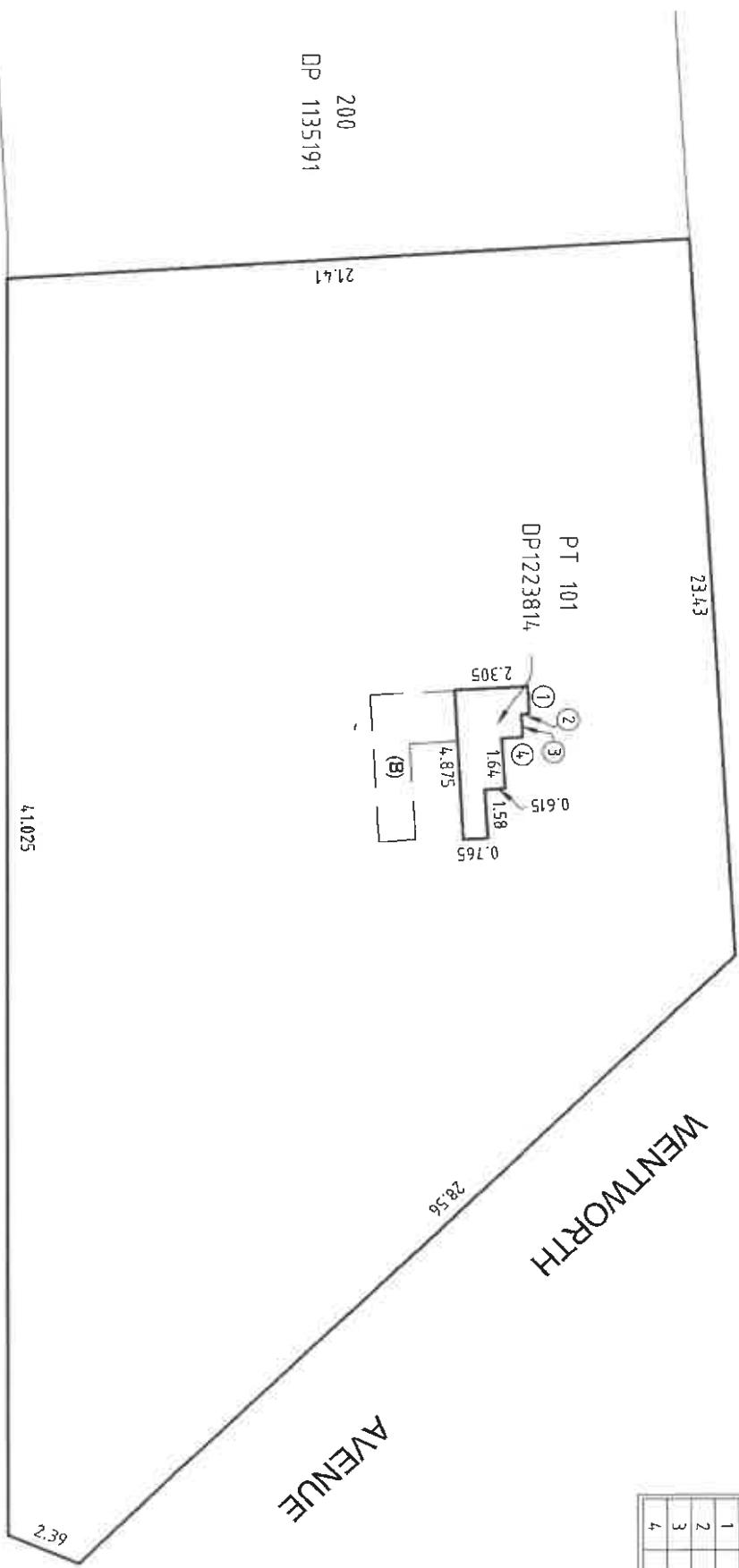


LOCATION PLAN  
 ROOF LEVEL & ABOVE  
 WHOLE OF LEVEL IS COMMON PROPERTY

STREET

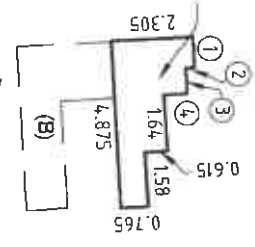
SCHEDULE OF  
 SHORT LINES

No.	DISTANCE
1	0.91
2	0.76
3	0.74
4	0.665



200  
 DP 1135191

PT 101  
 DP1223814



COMMONWEALTH

STREET

WENTWORTH  
 AVENUE

HUNT

(B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1223814)

DENOTES CENTRELINE OF WALL

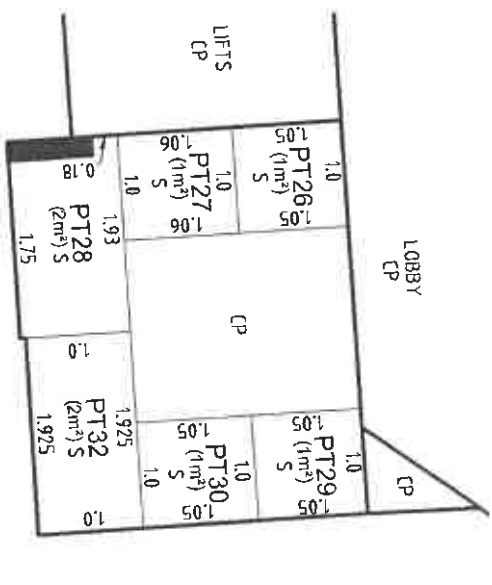
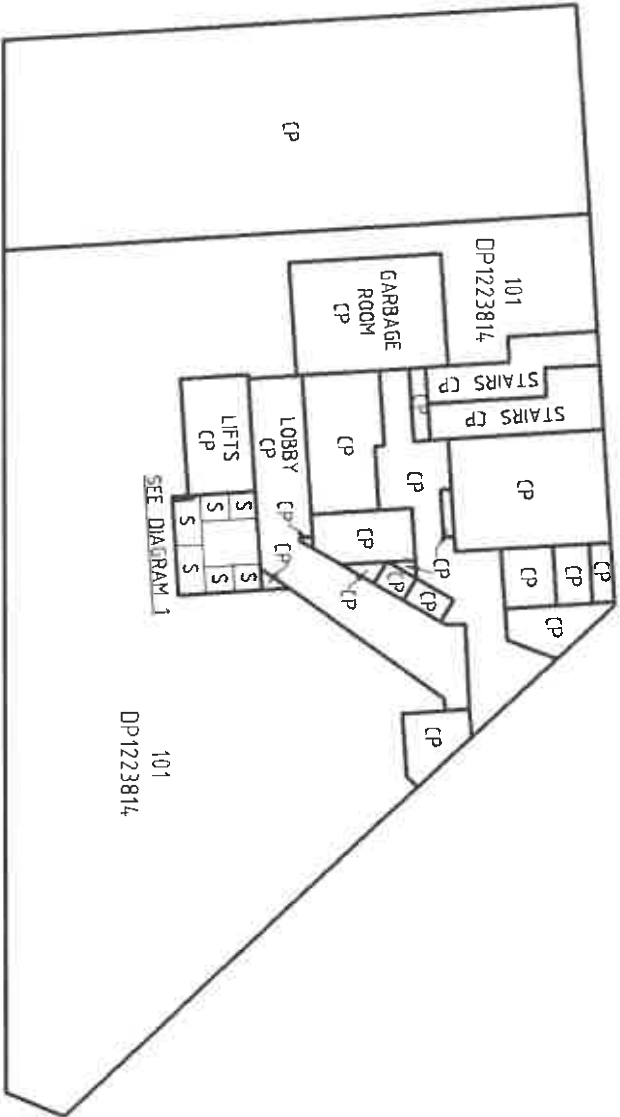
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450 - 44384SP  
 Subdivision No: 2732017  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
  
 20.09.2017

SP94106

LEVEL 01



NOTES:

- CP ~ COMMON PROPERTY
- S ~ STORE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450 - 44384SP  
 Subdivision No: 2732217  
 Lengths are in metres. Reduction Ratio 1: 200

Registered:  
 20.09.2017

SP94106

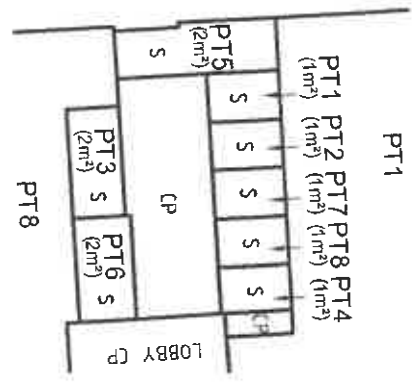
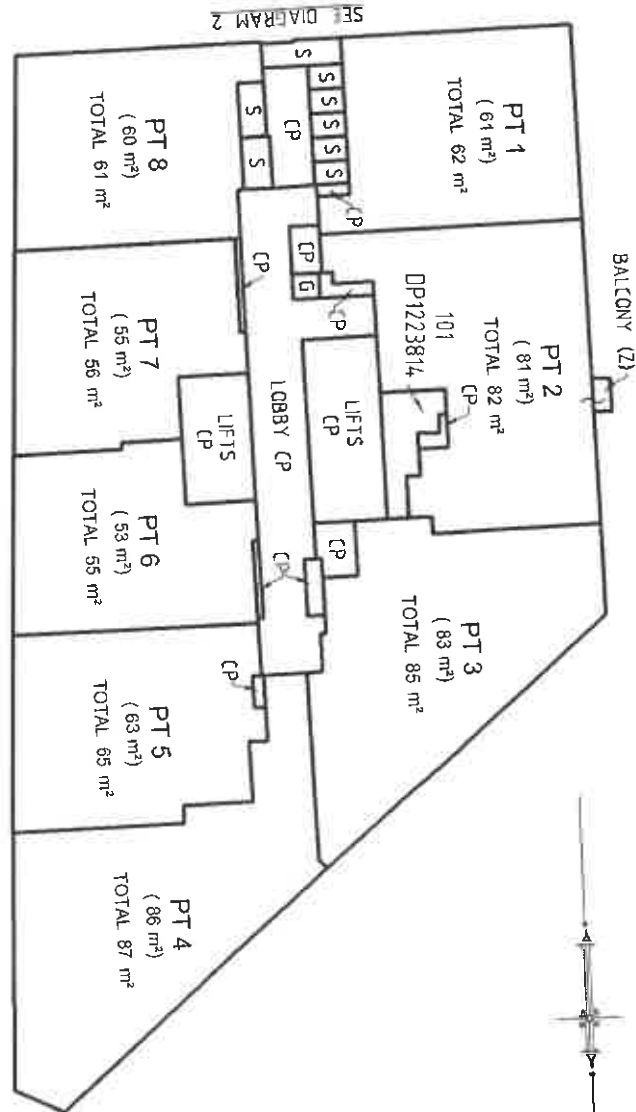
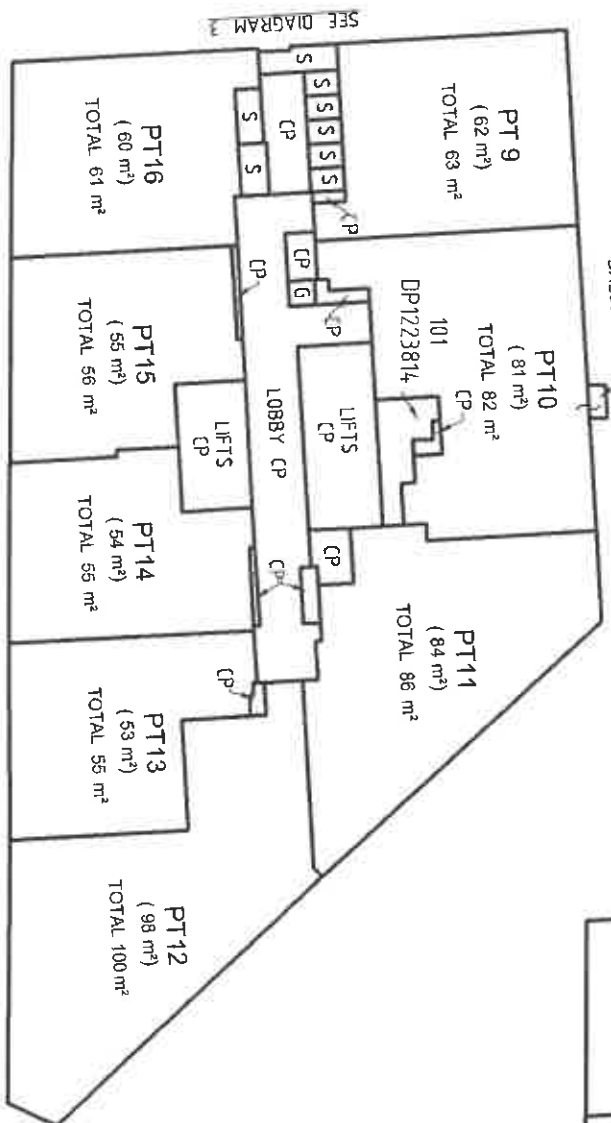


DIAGRAM 2  
(1:100)



LEVEL 03



LEVEL 04

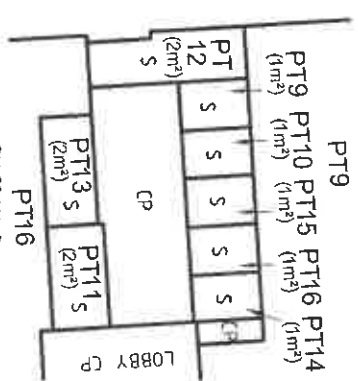


DIAGRAM 3  
(1:100)

**NOTES:**

- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- S ~ STORE

(2) THE PART OF THE LEVEL 3 & 4 WHICH ENDOACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE OF THE RESPECTIVE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER METAL BASE UNLESS COVERED WITHIN THIS LIMIT  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

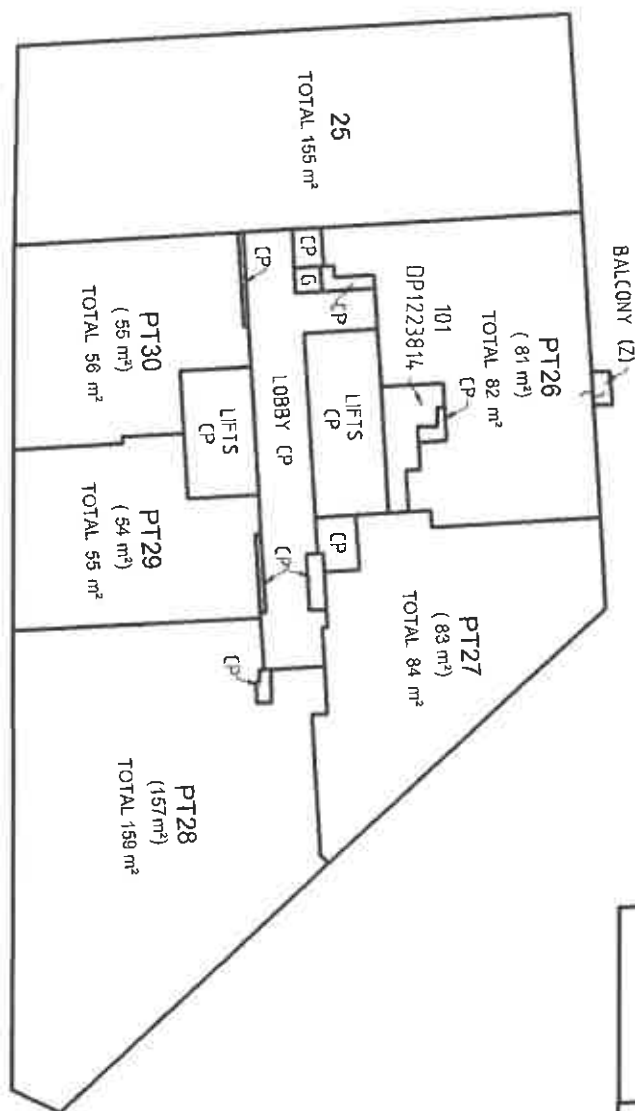
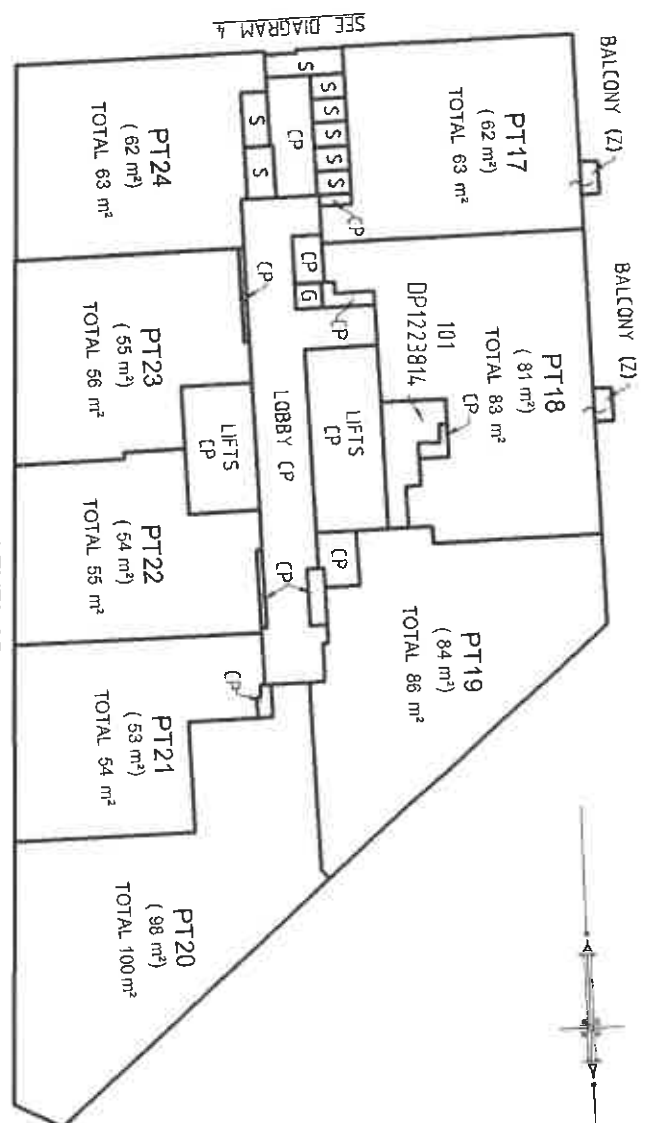
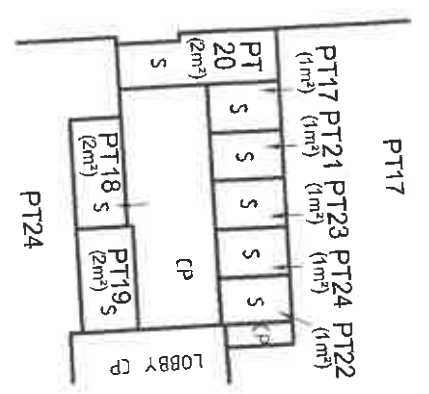
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: MATTHEW GRAHAM SMITH  
Surveyor Ref: 41450 - 44384SP  
Subdivision No: 2792017  
Lengths are in metres. Reduction Ratio: 1: 200

Registered:  
20.09.2017

SP94106

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



**NOTES:**

- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- S ~ STORE
- (Z) THE PART OF THE LEVEL 5 & 6 WHICH ENCRDACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE OF THE RESPECTIVE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER METAL BASE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

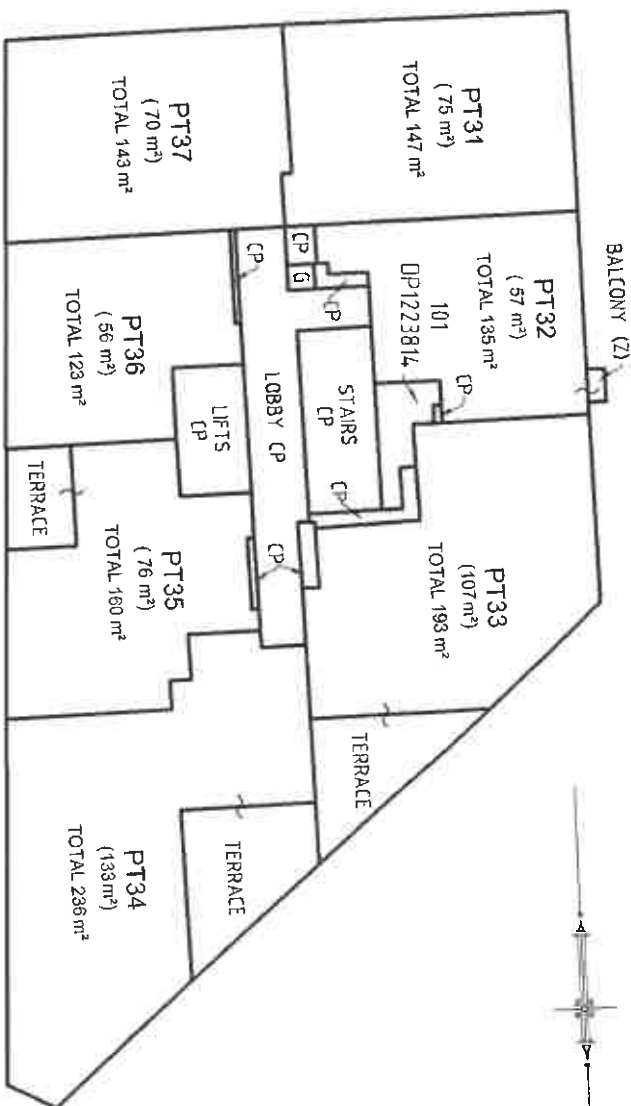
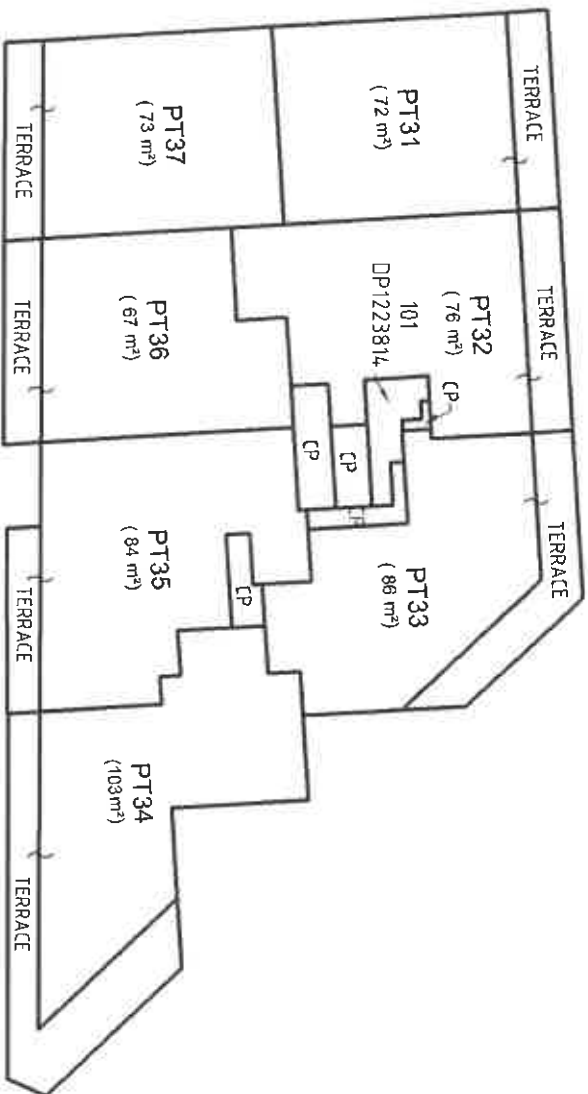


Surveyor: MATTHEW GRAHAM SMITH  
Surveyor Ref: 41450 - 44384SP  
Subdivision No: 2732017  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
20.09.2017

SP94106





NOTES:

CP ~ COMMON PROPERTY  
G ~ GARBAGE CHUTE (CP)

(2) THE PART OF THE LEVEL 7 WHICH ENCRUACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE OF THE RESPECTIVE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER METAL BASE UNLESS COVERED WITHIN THIS LIMIT

THE STRATUM OF THE TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT


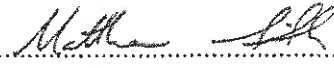
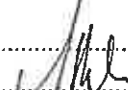
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015




Surveyor: MATTHEW GRAHAM SMITH  
 Surveyor Ref: 41450 - 44384SP  
 Subdivision No: 2732017  
 Lengths are in metres. Reduction Ratio 1: 200

Registered:  
 20.09.2017

SP94106

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  20.09.2017		Office Use Only <h1 style="text-align: center;">SP94106</h1>
<b>PLAN OF SUBDIVISION OF LOT 100                  DP1223814</b>	LGA: SYDNEY Locality: SURRY HILLS Parish: ALEXANDRIA County: CUMBERLAND	
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme		
Address for Service of Documents  <b>46 Wentworth Avenue                  SURRY HILLS NSW 2010</b>  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * <del>Model by-laws for residential strata schemes together with:</del> <del>Keeping of animals: Option *A/*B</del> <del>Smoke penetration: Option *A/*B</del> (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> ) * The strata by-laws lodged with the plan.	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I Matthew Graham Smith, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>  Signature:  Date: 16-08-17 Surveyor ID: 8650 Surveyor's Reference: 41450-44384SP ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> I <u>ANTHONY ALLEN</u> ..... being an Accredited Certifier, accreditation number <u>BPS0004</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. <del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del>  Certificate Reference: <u>273/2017</u> Relevant Planning Approval No.: <u>D/2015/G1/E</u> issued by: <u>CITY OF SYDNEY COUNCIL</u>  Signature:  Date: <u>17/8/17</u> ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable [PPN SP94106]		

<b>SP FORM 3.07</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  20.09.2017	<b>SP94106</b>	


**VALUER'S CERTIFICATE**

I, Danny Sukkar ..... being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  ..... Date 16 August 2017 .....

**SCHEDULE OF UNIT ENTITLEMENT**

LOT NO.	UE	LOT NO.	UE
1	91	20	141
2	141	21	88
3	130	22	90
4	106	23	92
5	95	24	95
6	91	25	225
7	91	26	141
8	91	27	134
9	91	28	247
10	129	29	93
11	148	30	92
12	148	31	183
13	86	32	190
14	88	33	243
15	91	34	281
16	93	35	211
17	93	36	183
18	141	37	194
19	133	<b>TOTAL</b>	<b>5000</b>

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  20.09.2017	<b>SP94106</b>	

- This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
  - Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

**EXECUTED** by )  
Griffiths Teas Pty Ltd )  
ACN 600 878 911 )  
in accordance with Section 127 )  
of the Corporations Act )


  
.....  
Signature of Director

  
.....  
Signature of Director/secretary

**MICHAEL GRANT**  
.....  
NAME (please print)

**ROBERT PAGE**  
.....  
NAME (please print)

THIS PLAN IS SUBJECT TO A STRATA MANAGEMENT STATEMENT  
WHICH IS FILED WITH THE STRATA PLAN


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  20.09.2017	<b>SP94106</b>	

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

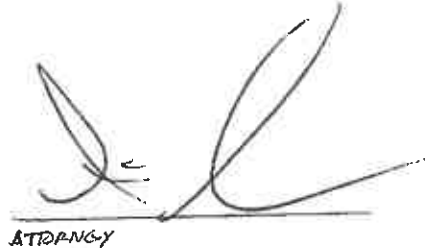
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

**Mortgagee:**

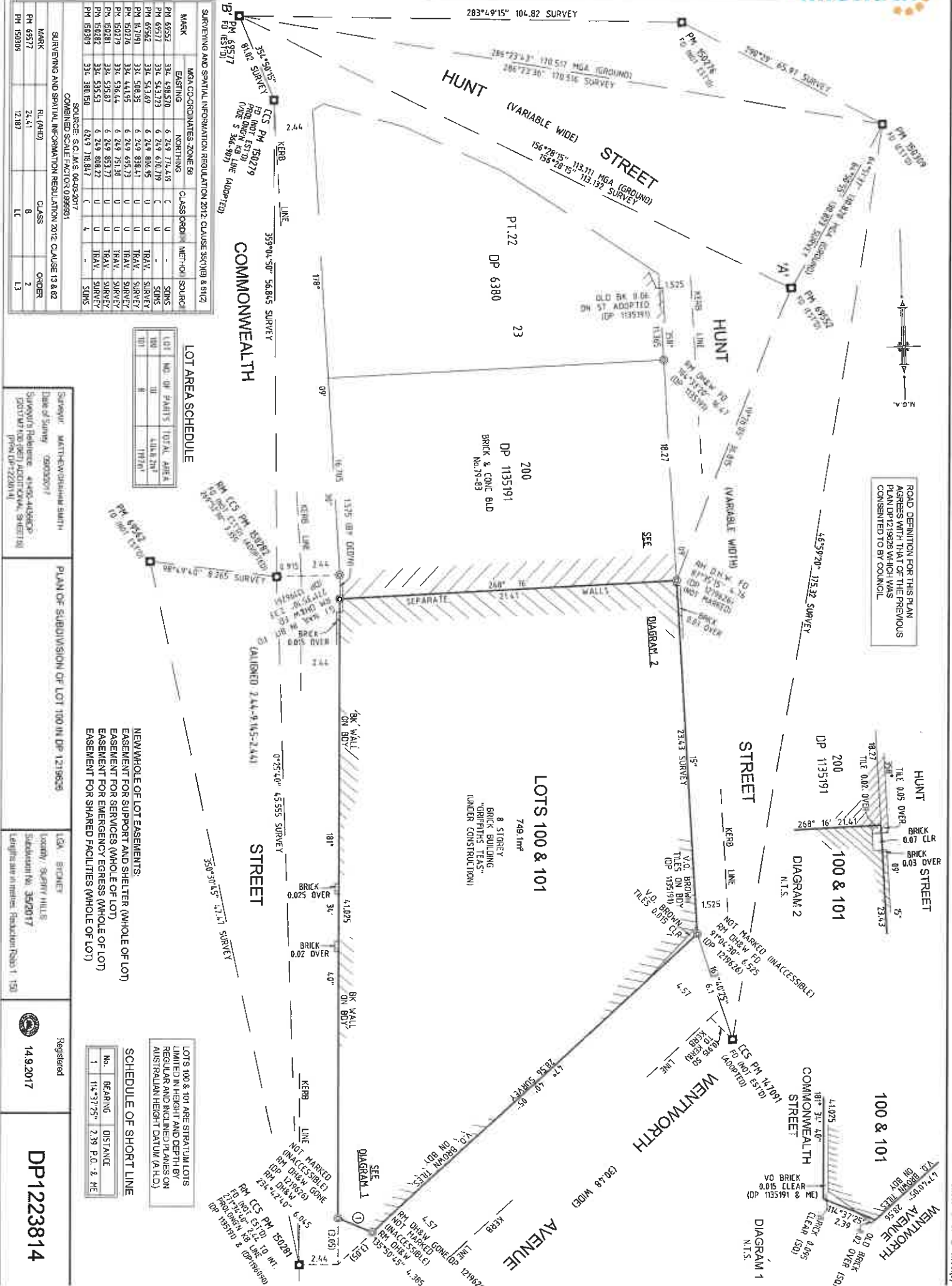
SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

  
KEVIN KIM  
ANALYST

ADDRESS: LEVEL 22  
255 GEORGE ST  
SYDNEY 2000

  
ATTORNEY

ADAM PEARCE  
DIRECTOR  
NAB Corporate Property NSW



**SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b) & (1)(c)**

MARK	MGA CO-ORDINATES, ZONE 56	NORTHING	EASTING	CLASS	ORD	METHOD	SOURCE
PM 69552	334 428.510	6 249 714.419	6 249 714.419	C	U	-	SURV
PM 69571	334 543.723	6 249 810.179	6 249 810.179	C	U	-	SURV
PM 69562	334 583.67	6 249 808.45	6 249 808.45	U	U	TRAV.	SURV
PM 150276	334 508.25	6 249 808.41	6 249 808.41	U	U	TRAV.	SURV
PM 150279	334 444.55	6 249 819.73	6 249 819.73	U	U	TRAV.	SURV
PM 150281	334 536.44	6 249 819.36	6 249 819.36	U	U	TRAV.	SURV
PM 150282	334 535.87	6 249 853.77	6 249 853.77	U	U	TRAV.	SURV
PM 150283	334 535.51	6 249 808.22	6 249 808.22	U	U	TRAV.	SURV
PM 150289	334 380.90	6 249 788.47	6 249 788.47	C	U	-	SURV

**SOURCE:** S.C.I.M.S. 06-05-2017  
**COMBINED SCALE FACTOR:** 0.9999931

**SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 13 & 62**

MARK	R.L. (AHD)	CLASS	ORDER
PM 69577	24.41	B	2
PM 150309	23.87	LC	13

**LOT AREA SCHEDULE**

LOT	NO. OF PARCELS	TOTAL AREA	AREA	HECTARE
100	1	749.1m <sup>2</sup>		
101	1	749.1m <sup>2</sup>		

**NEW WHOLE OF LOT EASEMENTS:**  
 EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)  
 EASEMENT FOR SERVICES (WHOLE OF LOT)  
 EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)  
 EASEMENT FOR SHARED FACILITIES (WHOLE OF LOT)

**SCHEDULE OF SHORT LINE**

No.	BEARING	DISTANCE
1	114°37'25"	2.39 P.O. & ME

**PLAN OF SUBDIVISION OF LOT 100 AND DP 1219628**

Surveyor: MATTHEW STEWART SMITH  
 Date of Survey: 09/03/2017  
 Surveyor's Reference: 4493-4493CP  
 PROJECT NUMBER: 1223814 (SHEET 01)  
 Project DP: 222014

**REGISTERED**

14.9.2017

**DP1223814**

**ROAD DEFINITION FOR THIS PLAN AGREES WITH THAT OF THE PREVIOUS PLAN DP1219628 WHICH WAS CONSENTED TO BY COUNCIL.**

**SEE DIAGRAM 1**

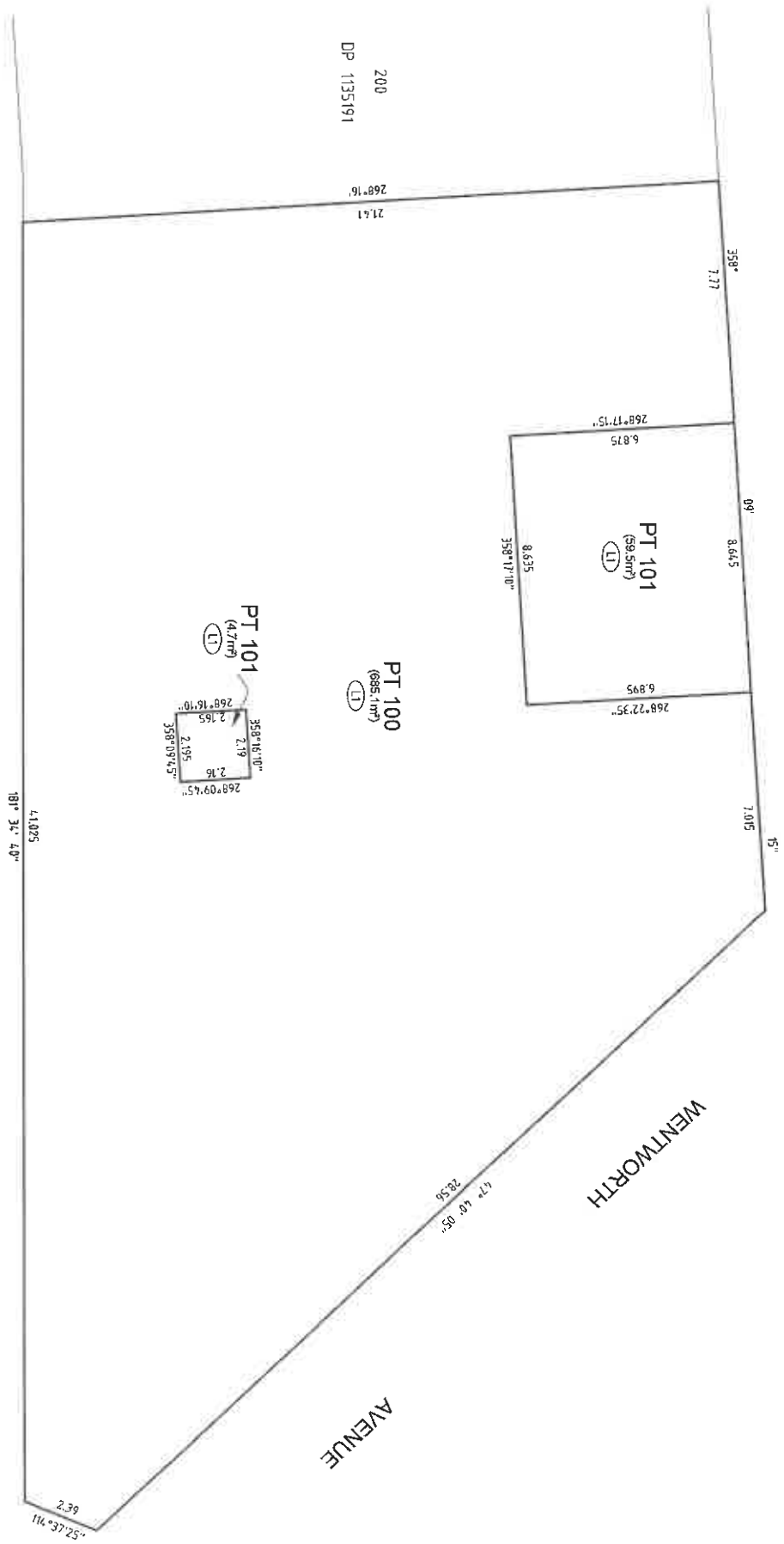
**SEE DIAGRAM 2**

**SEE DIAGRAM 3**



**BASEMENT & BELOW**

(LI) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO R.L.S. AS SHOWN ON LEVEL 1



HUNT STREET

STREET

WENTWORTH AVENUE

COMMONWEALTH STREET

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 09/03/2017  
 Survey's Reference: A1450-d438DP  
 (2017M/T100/987) ADDITIONAL SHEETS 1  
 (PEN DP 1223814)

PLAN OF SUBDIVISION OF LOT 100 IN DP 1219826

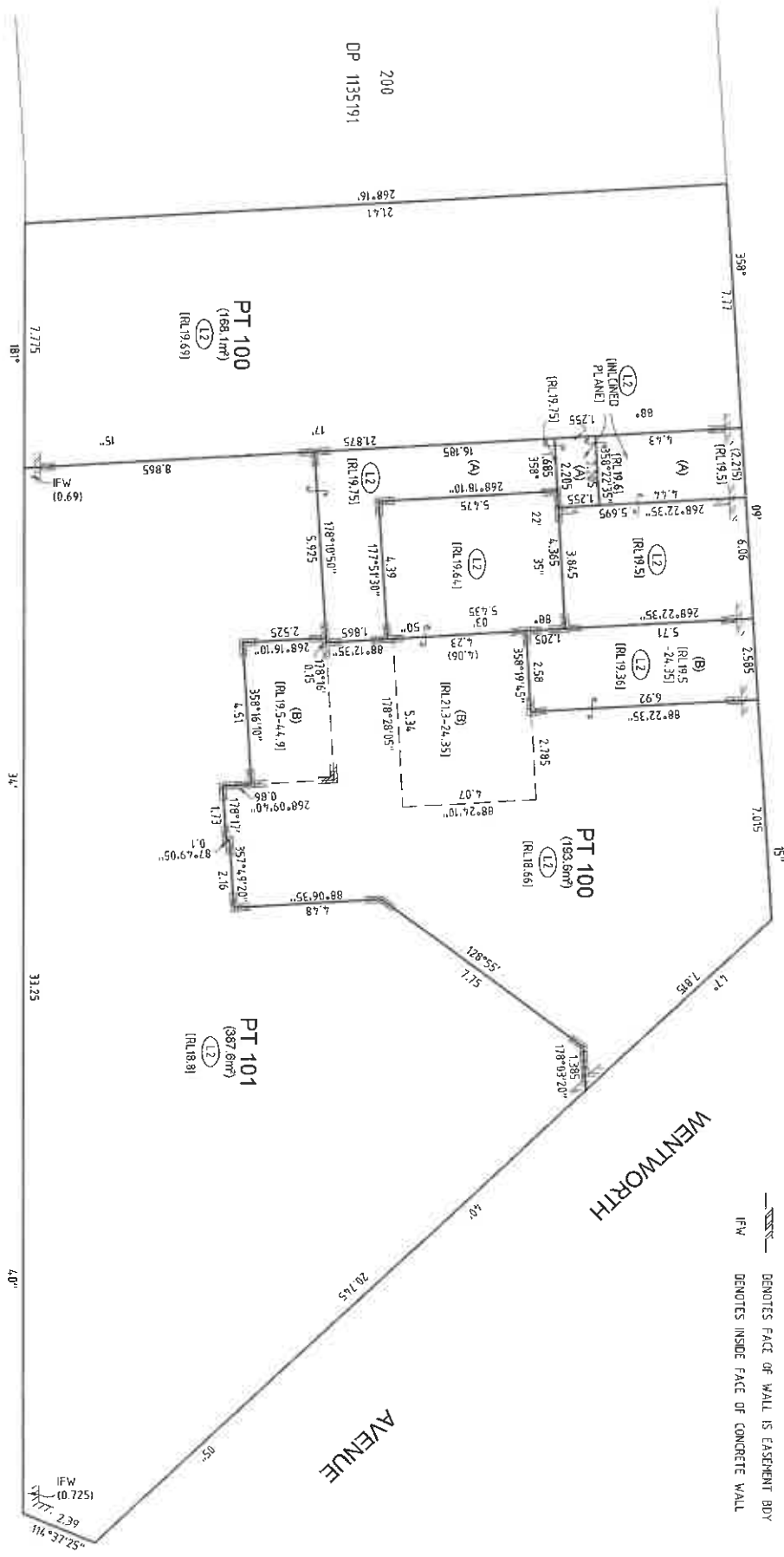
LGA: SYDNEY  
 Locality: SURREY HILLS  
 Subdivision No: 35/2017  
 Lengths are in metres. Reduction Ratio 1:100

Registered  
 14.9.2017

DP1223814



LEVEL 1



- (L2) LIMITED IN DEPTH TO R/L'S SHOWN (RL) AND LIMITED IN HEIGHT TO R/L'S AS SHOWN ON LEVEL 2
- (A) EASEMENT FOR ACCESS AND GARAGE VARIABLE WIDTH LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF LOT 101 (L2) AND IN HEIGHT TO 2.4 ABOVE R/L'S SHOWN (RL..... )
- (B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH TO R/L'S SHOWN (RL..... )
- DENOTES CENTRELINE OF WALL IS BDR
- DENOTES FACE OF WALL IS EASEMENT BDR
- DENOTES INSIDE FACE OF CONCRETE WALL

Surveyor: MATTHEW GRAHAM SMITH Date of Survey: 09/03/2017 Surveyor's Reference: 41450/4138BOP (2017/M/100/887/ADDITIONAL SHEETS) (P/N DP1223814)	PLAN OF SUBDIVISION OF LOT 100 IN DP 1219828	LGA: SYDNEY Locality: SUPPLY HILLS Subdivision No: 35/2017 Lengths are in metres. Reduction Ratio 1:100	Registered 14.9.2017	DP1223814
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**LEVEL 2**

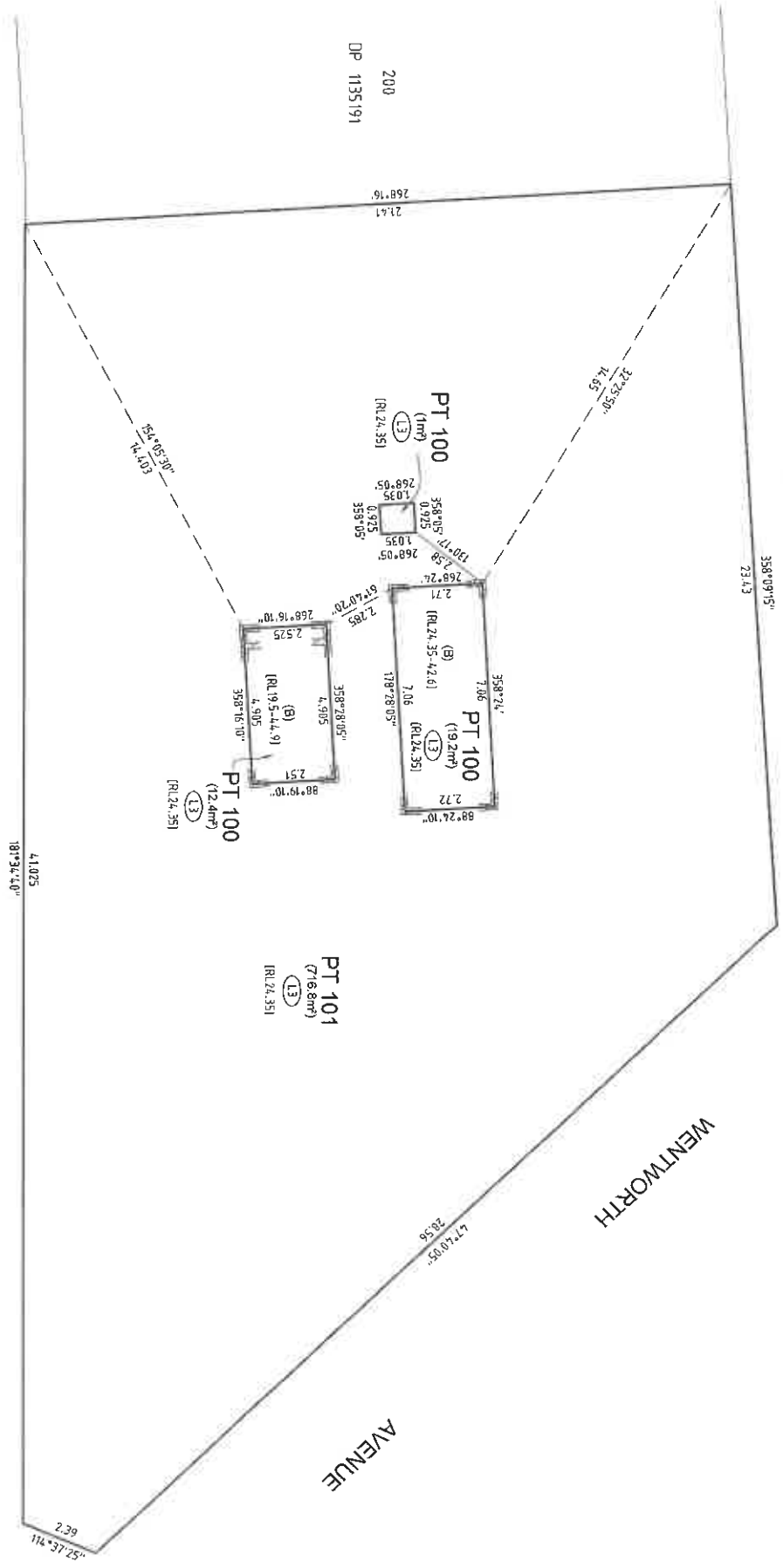
HUNT STREET

HUNT STREET

WENTWORTH AVENUE

COMMONWEALTH STREET

COMMONWEALTH STREET



(L3) LIMITED IN DEPTH TO RL 5 SHOWN RL AND LIMITED IN HEIGHT TO R28.6

(B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM

--- DENOTES CENTRELINE OF WALL IS 500

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 09/03/2017  
 Surveyor's Reference: 41450-44982CP  
 (2017/M/T/001/857) ADDITIONAL SHEETS(S)  
 (PPN DP1223814)

PLAN OF SUBDIVISION OF LOT 100 IN DP 1219826

LGA: SYDNEY  
 Locality: SURREY HILLS  
 Subdivision No: 36/2017  
 Lengths are in metres. Reduction Ratio 1:100

Registered  
 14.9.2017

DP1223814

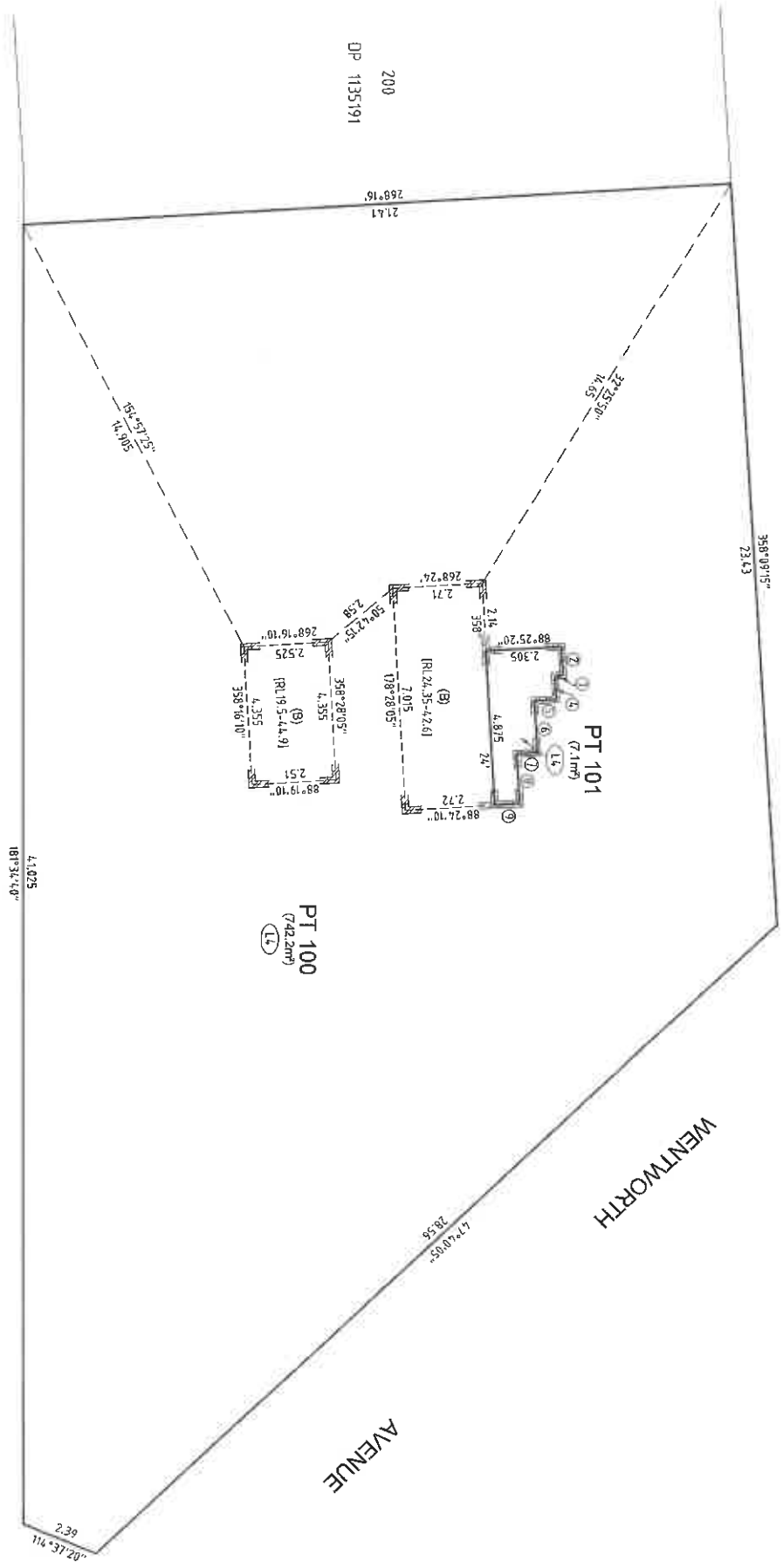


**LEVELS 3 - 6**

HUNT STREET

HUNT STREET

- (L4) LIMITED IN DEPTH TO RL286 AND UNLIMITED IN HEIGHT
- (B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
- DENOTES CENTRELINE OF WALL IS BODY
- DENOTES CENTRELINE OF WALL IS EASEMENT BODY



**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE
2	178°25'20"	0.91
3	88°25'20"	0.26
4	178°25'25"	0.74
5	87°54'55"	0.665
6	178°25'20"	1.64
7	88°25'20"	0.615
8	358°25'20"	1.58
9	88°25'20"	0.765

COMMONWEALTH

STREET

WENTWORTH AVENUE

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 09/03/2017  
 Surveyor's Reference: 41460-44388DP  
 (2017/17/10/07/887) ADDITIONAL SHEETS (1)  
 (Plan DP 1223814)

PLAN OF SUBDIVISION OF LOT 100 IN DP 1219826

LGA: SYDNEY  
 Locality: SURREY HILLS  
 Subdivision No: 35/2017  
 Lengths are in metres. Reduction Ratio 1:100

Registered  
 14.9.2017

DP1223814

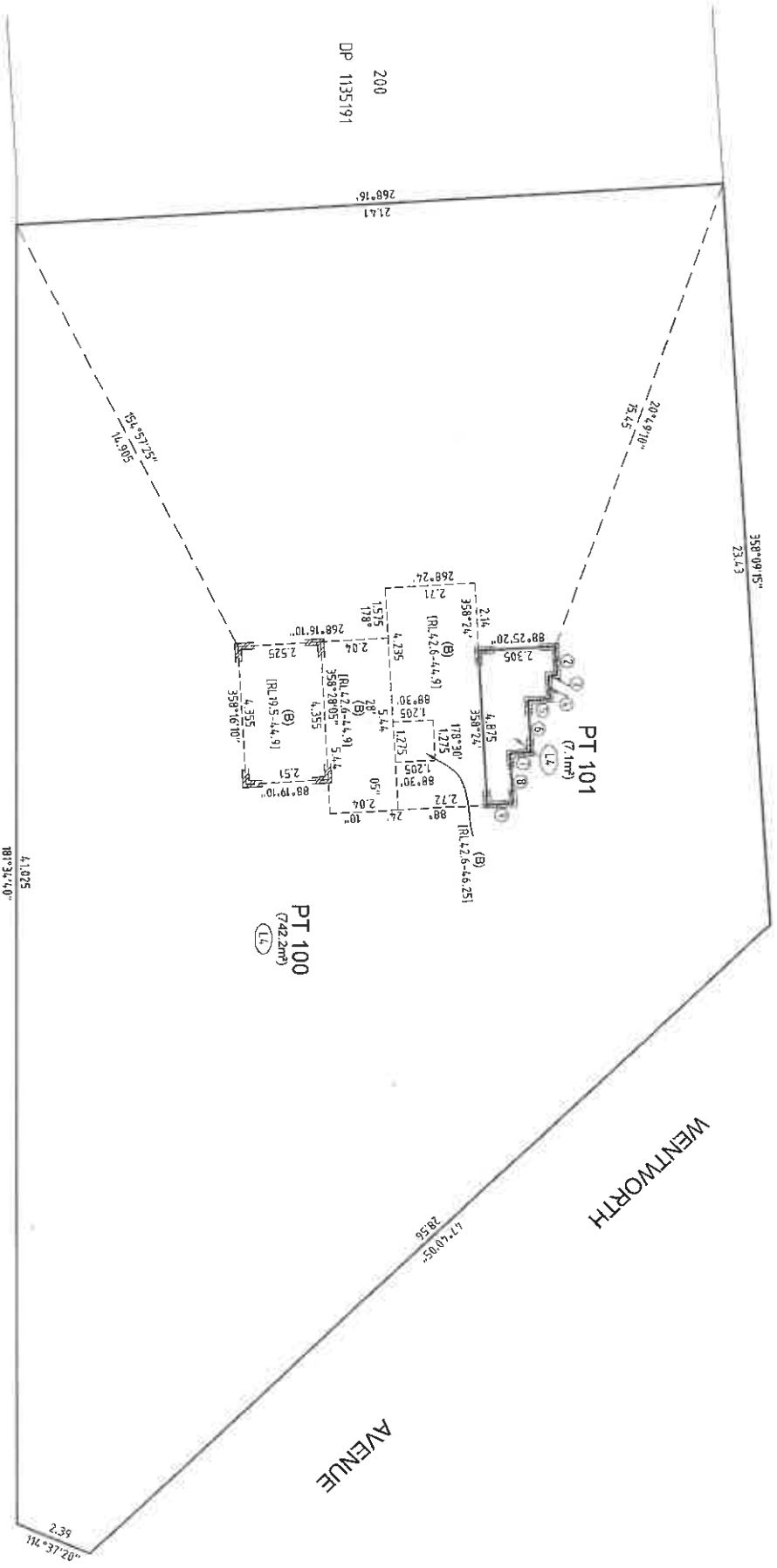


**LEVEL 7**

HUNT STREET

STREET

WENTWORTH AVENUE



(L4) LIMITED IN DEPTH TO RL28.6 AND UNLIMITED IN HEIGHT

(B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM

--- DENOTES CENTRELINE OF WALL IS BODY

--- DENOTES CENTRELINE OF WALL IS EASEMENT BODY

**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE
2	178°25'20"	0.91
3	88°25'20"	0.26
4	178°25'25"	0.74
5	87°54'55"	0.665
6	178°25'20"	1.64
7	88°25'20"	0.615
8	358°25'20"	1.58
9	88°25'20"	0.765

COMMONWEALTH

STREET

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 09/03/2017  
 Surveyor's Reference: 41488-44388DP  
 (2017 MAT 100) (887) (ADDITIONAL SHEETS)  
 (PFN DP1223814)

PLAN OF SUBDIVISION OF LOT 100 IN DP 1219826

LGA: SYDNEY  
 Locality: SUREY HILLS  
 Subdivision No: 35/2017  
 Lengths are in metres. Reduction Ratio 1:100

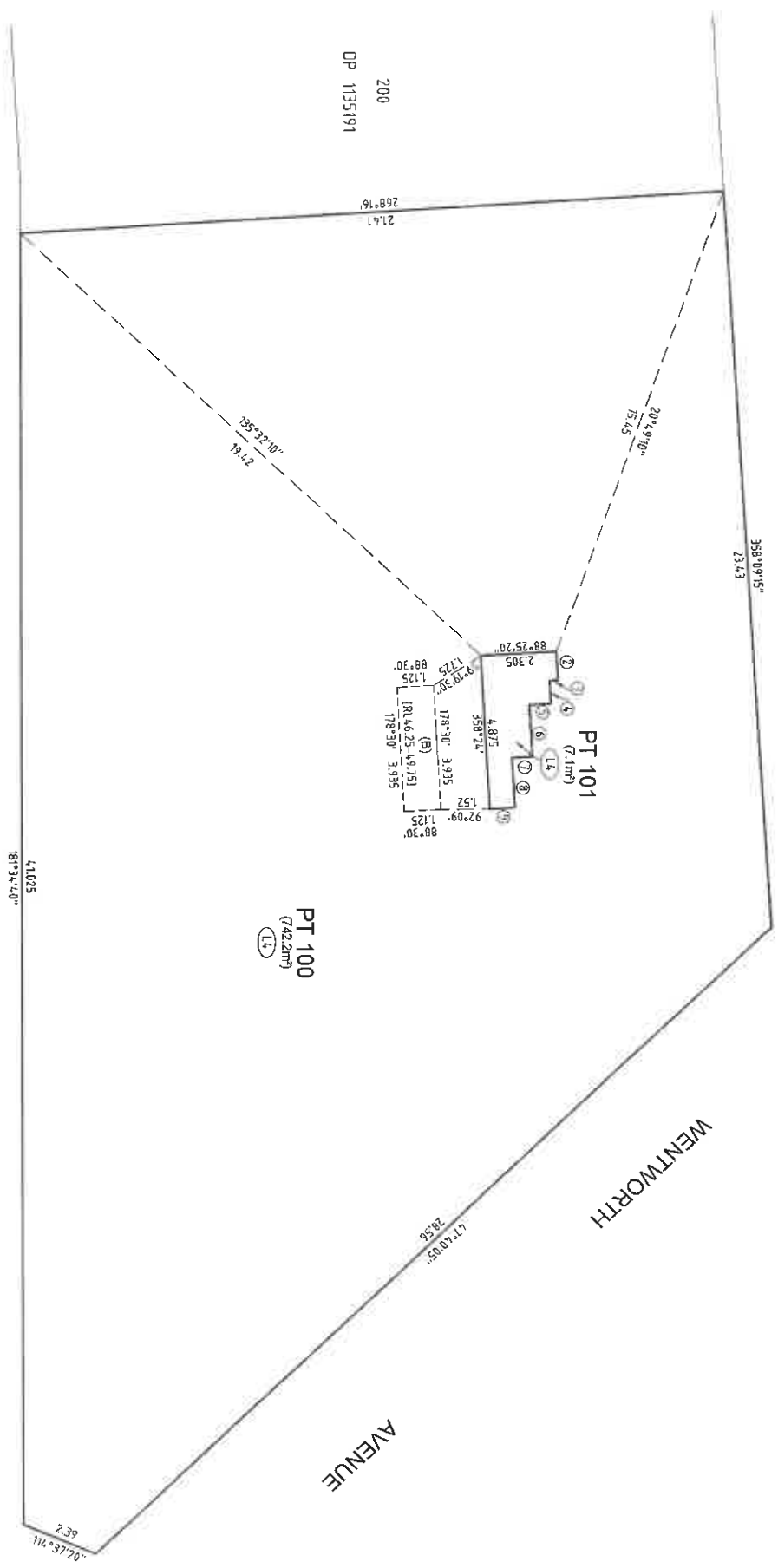
Registered  
 14.9.2017

DP1223814



**LEVEL 8 - MEZZANINE**

(L) LIMITED IN DEPTH TO RL28.6 AND UNLIMITED IN HEIGHT  
 (B) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATAUM



**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE
2	178°25'20"	0.91
3	88°25'20"	0.26
4	178°25'25"	0.74
5	87°54'55"	0.665
6	178°25'20"	1.64
7	88°25'20"	0.615
8	358°25'20"	1.58
9	88°25'20"	0.765

**COMMONWEALTH STREET**

**WENTWORTH AVENUE**

**HUNT STREET**

Surveyor: MATTHEW GRAHAM SMITH Date of Survey: 09/03/2017 Surveyor's Reference: 41450-44388DP (2017M/T00) (957) (ADDITIONAL SHEETS) (P/N DP1223814)	PLAN OF SUBDIVISION OF LOT 100 IN DP 1219826	LGA: SYDNEY Locality: SURREY HILLS Subdivision No: 35/2017 Lengths are in metres. Reduction Ratio 1:100	Registered 14.9.2017	DP1223814
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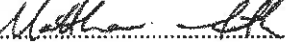

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)


<p>Registered:  14.9.2017 <span style="float: right;">Office Use Only</span></p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <p><b>PLAN OF SUBDIVISION OF LOT 100 IN DP1219626</b></p> <p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <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.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center; font-size: 2em; font-weight: bold;">DP1223814</p> <p>LGA: SYDNEY</p> <p>Locality: SURRY HILLS</p> <p>Parish: ALEXANDRIA</p> <p>County: CUMBERLAND</p> <p style="text-align: center;">Survey Certificate</p> <p>I, MATTHEW GRAHAM SMITH of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 09/03/2017.</i></p> <p><del><i>*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</i></del></p> <p><del><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></del></p> <p>Signature:  Dated: 7-07-17</p> <p>Surveyor ID: 8650</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><i>*Strike through if inapplicable.</i></p> <p><i>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>SANDRA FAGAN</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.</p> <p>Signature: </p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>CITY OF SYDNEY</u></p> <p>Date of endorsement: <u>16 AUG 2017</u></p> <p>Subdivision Certificate number: <u>35/2017</u></p> <p>File number: <u>S/2017/35</u></p> <p><i>*Strike through if inapplicable.</i></p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP1219626</p> <p>DP1135191</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Office Use Only	Office Use Only
Registered:  14.9.2017	DP1223814
PLAN OF SUBDIVISION OF LOT 100 IN DP1219626	
Subdivision Certificate number: <u>35/2017</u> Date of Endorsement: <u>16 AUG 2017</u>	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
2. EASEMENT FOR SERVICES (WHOLE OF LOT)
3. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)
4. EASEMENT FOR SHARED FACILITIES (WHOLE OF LOT)
5. EASEMENT FOR ACCESS AND GARBAGE VARIABLE WIDTH LIMITED IN STRATUM (A)
6. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (B)
7. RESTRICTION ON THE USE OF LAND (FSR)
8. RESTRICTION ON THE USE OF LAND (RESIDENTIAL USE)
9. RESTRICTION ON THE USE OF LAND (CAR STACKERS)
10. RESTRICTION ON THE USE OF LAND (STORAGE USE)
11. POSITIVE COVENANT (HERITAGE)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
100	46	WENTWORTH	AVENUE	SURRY HILLS
101	69	COMMONWEALTH	STREET	SURRY HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41450-44368DP [PPN DP1223814]


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

<p>Office Use Only</p> <p>Registered:  14.9.2017</p> <p>PLAN OF SUBDIVISION OF LOT 100 IN DP1219626</p> <p>Subdivision Certificate number: ..... 35/2017 .....</p> <p>Date of Endorsement: ..... 16 AUG 2017 .....</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1223814</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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EXECUTED by )  
 GRIFFITHS TEAS PTY LTD )  
 ACN 600 878 911 )  
 in accordance with Section 127 )  
 of the Corporations Act )

  
 Signature of Director

  
 Signature of Director/secretary

MICHAEL GRANT  
 NAME (please print)

ROBERT PAGE  
 NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41450-44368DP [PPN DP1223814]



PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only  
Registered:  14.9.2017

PLAN OF SUBDIVISION OF LOT 100 IN  
DP1219626


Office Use Only  
**DP1223814**


- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - 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: 35/2017  
Date of Endorsement: 16 AUG 2017

MORTGAGEE:

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

  
KEVIN KIM  
ANALYST

  
ATTORNEY

ADAM PEARCE  
DIRECTOR  
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41450-44368DP [PPN DP1223814]

**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**

Lengths are in metres:

(Sheet 1 of 14 sheets)

Plan: **DP1223814**Plan of subdivision of Lot 100 in  
DP1219626

SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

Full name and address  
of the owner of the Land:GRIFFITHS TEAS PTY LTD  
ACN 600 878 911**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 parcels(s):	Benefited lot (s), road (s) bodies or Prescribed Authorities:
1	Easement For Support and Shelter (Whole of Lot)	Each Lot	Every Other Lot
2	Easement for Services (Whole of Lot)	Each Lot	Every Other Lot
3	Easement for Emergency Egress (Whole of Lot)	Each Lot	Every Other Lot
4	Easement for Shared Facilities (Whole of Lot)	Each Lot	Every Other Lot
5	Easement for Access and Garbage Variable Width Limited in Stratum (A)	101	100
6	Easement for Access Variable Width Limited in Stratum (B)	100	101
7	Restriction on the Use of Land (FSR)	Each Lot	City of Sydney Council
8	Restriction on the Use of Land (Residential Use)	100	City of Sydney Council
9	Restriction on the Use of Land (Car Stackers)	100	City of Sydney Council
10	Restriction on the Use of Land (Storage Use)	100	City of Sydney Council
11	Positive Covenant (Heritage)	Each Lot	City of Sydney Council

  
 Authorised Delegate  
 City of Sydney

Lengths are in metres:

(Sheet 2 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626

SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

**PART 2 (Terms)**

**1. DEFINITIONS AND INTERPRETATION**

**DEFINITIONS**

In this instrument:

**"Authorised Person"** means a person, body or Authority authorised by the Grantee in connection with the rights and obligations of the Grantee and without limitation, where applicable includes the Grantee's tenants, licensees, visitors, employees and contractors.

**"Authority"** means any governmental agency or any other authority or body having authority over or jurisdiction in respect of the Building.

**"Building"** means the building or buildings erected on the Land: the expression includes all modifications, additions, alterations and extensions to the building or buildings (regardless of whether they are made before or after the date of registration of this Instrument).

**"Building Management Committee"** means the committee the subject of the Strata Management Statement.

**"Common Property"** means the common property in a Strata Scheme.

**"Conducting Media"** means more than one Conducting Medium.

**"Conducting Medium"** means any wire, cable, pipe, line, duct or chute through which a Service passes including without limitation chutes, garbage chutes, drains, exhaust flues, kitchen flues, ducts, exhaust ducts, kitchen ducts, riser ducts and service ducts.

**"Conveyancing Act"** means the Conveyancing Act 1919 (NSW).

**"Development Consent"** means a consent issued under the Environmental Planning and Assessment Act 1979 (NSW): the expression includes all amendments and variations to that consent and includes any complying development certificate.

**"Easement"** means a restriction, easement or covenant.

**"Easement Site"** means the site of an Easement the subject of this Instrument.

**"Goods"** means furniture, appliances, boxes, materials and other items of a domestic nature.

  
.....  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 3 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626

SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

**"Grantee"** means the Owner, or if more than one, the Owners jointly, of an estate in fee simple of a Lot Benefited.

**"Grantor"** means the Owner, or if more than one, the Owners jointly, of an estate in fee simple of a Lot Burdened.

**"Instrument"** means this instrument.

**"Land"** means the land subdivided by the Plan.

**"Lot"** means a lot in the Plan.

**"Lot Benefited"** in connection with an Easement means the Lot benefited by the relevant Easement.

**"Lot Burdened"** in connection with an Easement means the Lot burdened by the relevant Easement.

**"Occupier"** means the lessee, licensee or otherwise the occupying party (but does not include the Owner).

**"Owner"** means the registered proprietor or mortgagee in possession.

**"Owners Corporation"** means an owners corporation constituted on establishment of a Strata Scheme.

**"Plan"** means the plan to which this Instrument relates.

**"Repair"** means to clean, maintain, repair, renew or replace.

**"Service"** includes water, hot water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, general exhaust, kitchen exhaust, toilet exhaust, garbage exhaust, smoke exhaust, air, ducted air, stair pressurisation, garbage, telephone, telecommunications, television impulses or signal, radio impulses or signals and any other prescribed service.

**"Services Apparatus"** means any item of Services Equipment or any item of Conducting Media.

**"Services Equipment"** means any item of plant or equipment in which a Service is generated, contained or stored including (such as, by way of example only, water storage tanks, cooling towers, condensing units, plant rooms, meter rooms, fan rooms and solar panels).

**"Shared Facility"** means a shared facility or shared service as defined by the Strata Management Statement.

**"Strata Lot"** means a lot in a Strata Scheme; and if a Strata Lot is subdivided, then a lot or lots created by the subdivision.

  
.....  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 4 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626

SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

**“Strata Management Statement”** means a strata management statement relevant to an Easement Site and registered in accordance with the provisions of Part 6 of the Strata Schemes Development Act; the expression includes any amendment or alteration to the Strata Management Statement.

**“Strata Scheme”** has the meaning given to that term by the Strata Schemes Development Act.

**“Strata Schemes Development Act”** means the Strata Schemes Development Act 2015 (NSW).

## INTERPRETATION

- 1.1 The expression “Grantor” includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.
- 1.2 The expression “Grantee” includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment.
- 1.3 Where the Lot Benefited is the subject of a Strata Scheme (unless the context provides otherwise):
- (a) it includes the Common Property and every Strata Lot in the Strata Scheme; and
  - (b) reference to “Grantee” is a reference to:
    - (i) where the Lot Benefited is Common Property, the Owners Corporation;
    - (ii) where the Lot Benefited is a Strata Lot, the Owner and each Occupier of the Strata Lot; and
    - (iii) each person authorised by any of the parties referred to in clauses 1.3(b)(i) and 1.3(b)(ii).
- 1.4 Where the Lot Burdened is the subject of a Strata Scheme (unless the context provides otherwise):
- (a) it includes the Common Property and every Strata Lot in the Strata Scheme; and
  - (b) reference to “Grantor” is a reference to:
    - (i) where the Lot Burdened is Common Property, the Owners Corporation; and
    - (ii) where the Lot Burdened is a Strata Lot, the Owner and each Occupier of the Strata Lot.
- 1.5 Each Grantor and Grantee:

  
.....  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 5 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626

SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

- (a) is bound by, and must comply with, the terms of each Easement in this Instrument which applies to it; and
  - (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms of each Easement in this Instrument which applies to it when exercising their rights and obligations under that Easement.
- 1.6 The rights and obligations attaching to an Easement are granted subject to the provisions of this Instrument and any conditions in the relevant Easement.
- 1.7 The rights attaching to an Easement are not exclusive to the Grantee or any Authorised Person unless stated otherwise in the terms of the relevant Easement.
- 1.8 If access to, and use of, an Easement Site or an item of Services Apparatus is covered or regulated by a Strata Management Statement then unless stated otherwise in this Instrument or the Strata Management Statement:
- (a) the terms of that Strata Management Statement apply to that access and use and bind the Grantor, the Grantee and Authorised Persons; and
  - (b) access to and use of the Easement Site and the item of Services Apparatus is subject to the condition the Grantor, the Grantee and Authorised Persons comply with any rules made by the Building Management Committee relevant to access to and use of the Easement Site or the item of Services Apparatus.
- 1.9 If the costs relevant to the use, operation, insurance or Repair of an Easement Site or an item of Services Apparatus are covered or regulated by a Strata Management Statement, then the terms of that Strata Management Statement apply to that use, operation, insurance and Repair and bind the relevant Grantor, Grantee and Authorised Persons.
- 1.10 If the costs relevant to the use, operation, insurance or Repair of an Easement Site or an item of Services Apparatus are not covered by this Instrument or a Strata Management Statement, then the Grantor is responsible for those costs.
- 1.11 Notwithstanding anything to the contrary in this Instrument, where an Easement Site includes a structure, the right to use the Easement Site does not extend to the structure unless otherwise stated in the terms of the relevant Easement.
- 1.12 Reference in an Easement to go, pass and repass by foot includes the right to go, pass and repass in a vehicle for disabled purposes unless the relevant Easement Site is not designed for disabled access.
- 1.13 In this Instrument,
- (a) any reference to:
    - (i) legislation includes regulations, proclamations, ordinances and by-laws issued under the legislation;
    - (ii) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;

  
.....  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 6 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626

SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

- (iii) a thing includes the whole or each part of it; and
  - (iv) the singular includes the plural and vice versa; and
  - (b) headings do not affect the interpretation of this Instrument.
- 1.14 Subject to clause 1.15:
- (a) if a provision of this Instrument is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
  - (b) if, despite clause 1.14(a), a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (c) in any other case, the whole provision must be severed.
- 1.15 If an event under clause 1.14 occurs, the remainder of this Instrument continues in full force and effect.

**2. TERMS OF EASEMENT FOR SUPPORT AND SHELTER FIRSTLY REFERRED TO IN THE PLAN**

- 2.1 Full and free right for the subjacent and lateral support of that part of the Building erected on the Lot Benefited by all such other parts of the Building erected on the Lot Burdened as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this Easement effective.
- 2.2 Full and free right for the shelter of that part of the Building erected on the Lot Benefited by all such other parts of the Building erected on the Lot Burdened as are capable of affording shelter and all ancillary rights and obligations reasonably necessary to make this Easement effective.

**3. TERMS OF EASEMENT FOR SERVICES SECONDLY REFERRED TO IN THE PLAN**

- 3.1 The Grantee has at all times the unrestricted right:
- (a) (except when it is necessary to halt the Service for any essential Repairs relating to the Service) to the free and uninterrupted storage and passage of a Service, to any extent consistent with the rights of other persons having the same or similar rights, along, through or in all those items of Services Apparatus within the Lot Burdened at the date of registration of this Instrument; and

  
.....  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 7 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626

SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

- (b) to carry out an inspection of all those items of Services Apparatus referred to in clause 3.1(a) upon giving reasonable notice to the Grantor.
- 3.2 Where an item of Services Apparatus in the Lot Burdened is used exclusively for a Service in connection with the Lot Benefited, that item must be maintained in good order and operated, insured (if appropriate and possible) and Repaired by the Grantee at the Grantee's expense.
- 3.3 Where an item of Services Apparatus in the Lot Burdened is used for a Service in connection with the Lot Burdened and the Lot Benefited (or the Lot Burdened, the Lot Benefited and other Lots):
- (a) so much of the item which is a Shared Facility must be maintained in good order and operated, insured (if appropriate and possible) and Repaired by the party identified in the Strata Management Statement as having that responsibility; and
- (b) so much of the item which is not a Shared Facility must be maintained in good order and operated, insured (if appropriate and possible) and Repaired by the Grantor at the Grantor's expense except in circumstances where work is required as a result of:
- (i) any act or omission of the Grantee (or any person on behalf of the Grantee) in which event the work must be carried out at the Grantee's expense; or
- (ii) anything emanating or that has arisen from the Lot Benefited, in which event the work must be carried out at the Grantee's expense.
- 3.4 To enable the Grantee to exercise its rights and obligations in this Easement, the Grantee has the unrestricted right:
- (a) after giving reasonable notice to the Grantor (except in an emergency when notice is not required), to enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances and with such workmen and materials as is reasonable and necessary in the circumstances;
- (b) to remain on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
- (c) to take anything on to the Lot Burdened for purposes associated with the Grantee's rights and obligations; and
- (d) to carry out work to the Lot Burdened for purposes associated with the Grantee's rights and obligations.
- 3.5 In exercising the powers conferred on it by this Easement, the Grantee must:
- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on

  
.....  
Authorised Delegate  
City of Sydney



Lengths are in metres:

(Sheet 8 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626  
SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

it;

- (d) restore the Lot Burdened as nearly as practicable to its former condition;
- (e) make good any damage attributable to the activities referred to in this Easement; and
- (f) (if required by the Grantor), be accompanied by a representative of the Grantor and comply with the reasonable directions of the Grantor.

3.6 Where the Grantee:

- (a) has failed to carry out an obligation imposed by this Easement; and
- (b) the Grantor has given the Grantee written notice of such failure and the Grantee has failed to carry out its obligation within a reasonable time after receipt of the notice, the Grantor may take all lawful steps necessary to ensure the obligation is carried out and may recover from the Grantee any reasonable expense incurred by the Grantor.

The Grantee may only do a thing under this Easement within the Easement Site.

#### **4. TERMS OF EASEMENT FOR EMERGENCY ACCESS THIRDLY REFERRED TO IN THE PLAN**

4.1 The Grantee and Authorised Persons have at all times the unrestricted right:

- (a) in the event of fire, other emergency or for fire drill purposes, to pass, go and repass over all those parts of the Lot Burdened which are used as, or designed for, fire or emergency escape purposes (such as, without limiting the intent of this clause, fire escapes stairs, fire tunnels and emergency exit doors); and
- (b) to carry out an inspection of those parts of the Lot Burdened affected by this Easement.

4.2 The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.

#### **5. TERMS OF THE EASEMENT FOR ACCESS FOR SHARED FACILITIES FOURTHLY REFERRED TO IN THE PLAN**

5.1 The Grantee and Authorised Persons have at all times the unrestricted right to go, pass and repass over the Lot Burdened on foot for all lawful purposes, with or without machinery, tools and equipment.

  
.....  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 9 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in

DP1219626

SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

- 5.2 In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
  - (b) may have the right to access any room containing CCTV's and the footage or recordings from such CCTV or similar equipment,
  - (c) must not park or stand any vehicle on the Lot Burdened, whether permanent, temporary or otherwise;
  - (d) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
  - (e) must cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened; and
  - (f) must cause no damage to the Lot Burdened and any improvement on it.
- 5.3 The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement and must do so as soon as practicable after the damage is caused.
- 5.4 The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.
- 6. TERMS OF THE EASEMENT FOR ACCESS AND GARBAGE SERVICES VARIABLE WIDTH (A) FIFTHLY REFERRED TO IN THE PLAN**  
 LIMITED IN STRATUM
- 6.1 The Grantee and Authorised Persons have at all times the unrestricted right to go, pass and repass over the Lot Burdened on foot for all lawful purposes, with or without machinery, tools and equipment.
- 6.2 In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
  - (b) must not park or stand any vehicle on the Lot Burdened, whether permanent, temporary or otherwise;
  - (c) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
  - (d) must cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened; and
  - (e) must cause no damage to the Lot Burdened and any improvement on it.

  
 Authorised Delegate  
 City of Sydney

Lengths are in metres:

(Sheet 10 of 14 sheets)

Plan: **DP1223814**Plan of subdivision of Lot 100 in  
DP1219626  
SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

6.3 The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement and must do so as soon as practicable after the damage is caused.

6.4 The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.

**7. TERMS OF THE EASEMENT FOR ACCESS VARIABLE WIDTH (B) SIXTHLY REFERRED TO IN THE PLAN** <sup>LIMITED IN STRATUM</sup>  
^

7.1 The Grantee and Authorised Persons have at all times the unrestricted right to go, pass and repass over the Lot Burdened by vehicle or on foot for all lawful purposes, with or without machinery, tools and equipment.

7.2 In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:

- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
- (b) must not park or stand any vehicle on the Lot Burdened, whether permanent, temporary or otherwise;
- (c) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
- (d) must cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened; and
- (e) must cause no damage to the Lot Burdened and any improvement on it.

7.3 The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement and must do so as soon as practicable after the damage is caused.

7.4 The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.

**8. TERMS OF RESTRICTION ON USE OF LAND (FSR) SEVENTHLY REFERRED TO IN THE PLAN**

8.1 The total Floor Space Ratio (FSR) of the entire Building being all components of the Building occupying the Lot Burdened taken together and using the gross floor area of the entire Building, is to be no more than that permitted by the *Sydney Local Environmental Plan 2012* or any replacement Environmental Planning Instrument in force from time to time.

  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 11 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626  
SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

Name of Authority empowered to release, vary or modify the easement referred to above:

**City of Sydney Council**

**9. TERMS OF RESTRICTION ON USE OF LAND (RESIDENTIAL USE) EIGHTHLY REFERRED TO IN THE PLAN**

- 9.1 The residential apartments and any other form of residential accommodation within or forming part of the Lot Burdened shall be used and occupied for the sole purpose of permanent residential accommodation, and not for the purposes of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the *Sydney Local Environmental Plan 2012* or any replacement Environmental Planning Instrument in force from time to time.

Name of Authority empowered to release, vary or modify the easement referred to above:

**City of Sydney Council**

**10. TERMS OF RESTRICTION ON USE OF LAND (CAR STACKERS) NINTHLY REFERRED TO IN THE PLAN**

- 10.1 The on-site residential car stacker and associated parking spaces located on the Lot Burdened, exclusive of service car spaces, are not to be used other than by an occupant, resident or tenant of the Building.

Name of Authority empowered to release, vary or modify the easement referred to above:

**City of Sydney Council**

**11. TERMS OF RESTRICTION ON USE OF LAND (STORAGE USE) TENTHLY REFERRED TO IN THE PLAN**

- 11.1 The on-site storage spaces located on the Lot Burdened are not to be used other than by an occupant, tenant or resident of the Building.

Name of Authority empowered to release, vary or modify the easement referred to above:

**City of Sydney Council**

  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 12 of 14 sheets)

Plan: **DP1223814**Plan of subdivision of Lot 100 in  
DP1219626

SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

**12. TERMS OF POSITIVE COVENANT (HERITAGE) ELEVENTHLY REFERRED TO IN THE PLAN**

12.1 The Registered Proprietor of the Lot Burdened will, in respect of the items noted in the *Schedule of Significant Elements* ("the Significant Elements") appearing on pages 80 and 81 of the Conservation Management Plan prepared by NBRS & Partners Pty Limited dated December 2014 ("the CMP"):

- (a) Maintain and repair at the sole expense of the Registered Proprietor, the whole of the Significant Elements in accordance with the *Heritage Act 1977*, the *Sydney Local Environmental Plan 2012* and the CMP;
- (b) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time & without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant;
- (c) Comply with the terms of any written notice by the Council in respect of the requirements of this covenant within the time stated in the notice.

12.2 Pursuant to Section 88F(3) of the *Conveyancing Act 1919* ("the Act") the Council shall have the following additional powers:

- (a) In the event of the Registered Proprietor failing to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to 12.1(c) above;
- (b) The Council may recover from the Registered Proprietor in a Court of competent jurisdiction:
  - (i) Any expense reasonably incurred by it in exercising its powers under paragraph (a) above. Such expenses shall include reasonable wages for the Council's employees engaged in effecting the said work, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work;
  - (ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

Name of Authority empowered to release, vary or modify the positive covenant referred to above:

**City of Sydney Council**

  
.....  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 13 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626  
SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

**Executed by the registered proprietor**

EXECUTED by  
GRIFFITHS TEAS PTY LTD  
ACN 600 878 911  
In accordance with Section 127  
of the Corporations Act

)  
)  
)  
)  
)

  
.....  
Signature of Director


MICHAEL GRANT  
.....  
NAME (please print)

  
.....  
Signature of Director/Secretary


ROBERT PAGE  
.....  
NAME (please print)


**Executed by the mortgagee**

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 1 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:

  
.....  
ATTORNEY

ADAM PEARCE  
DIRECTOR  
NAB Corporate Property NSW

  
KEVIN KIM  
ANALYST

  
.....  
Authorised Delegate  
City of Sydney

Lengths are in metres:

(Sheet 14 of 14 sheets)

Plan: **DP1223814**

Plan of subdivision of Lot 100 in  
DP1219626  
SUBDIVISION CERTIFICATE 35/2017 DATED 16.8.2017

**Executed by City of Sydney Council**

CITY OF SYDNEY COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1919

*S Fagan* .....(Signature of delegate)

**SANDRA FAGAN** .....(Name of delegate)  
**(AREA PLANNING MANAGER)**

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness) .....  
*Stephen Feeney*

(Name of Witness) .....  
**STEPHEN FEENEY**

(Address of Witness) .....  
**CF-456 KENT ST  
SYDNEY**

*S Fagan* .....  
Authorised Delegate  
City of Sydney

Form: 07L  
Release: 2.0  
www.lands.nsw.gov.au

**LEASE**  
New South Wales  
Real Property Act 1900



**AM663049Q**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

*Felicity Simpkins, am  
authorized to amend  
his lease.  
22/2/17*

100/1219696 100/1219626  
PART being the premises shown as "Chamber Substation S.65914" on the plan annexed and marked "B" together with the easement referred to in Clause 1 of Annexure "A".

**(B) LODGED BY**

*plan fee  
raised*

Document Collection Box	Name, Address or DX and Telephone	CODE
IW	LTS LOCKLEY LOCKED BAG 5 GORDON 2072 Reference: 41450-44741	L

**(C) LESSOR**

GRIFFITHS TEAS PTY LTD  
ACN 600 878 911

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION  
ABN 67 505 337 385  
  
TENANCY:

**(G) 1. TERM**

50 years

**2. COMMENCING DATE**

1 August 2017

**3. TERMINATING DATE**

31 July 2067

**4. With an OPTION TO RENEW for a period of 25 years**

set out in clause 29 of Memorandum AK980904

**5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.**

**6. Together with and reserving the RIGHTS set out in clause 1 of Annexure "A"**

**7. Incorporates the provisions or additional material set out in ANNEXURE(S) N.A. hereto.**

**8. Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and Property Information Division as No(s) AK980904**

**9. The RENT is set out in clause No. 5 of Memorandum AK980904**

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0507

*CT Prod by 8985 on 24.08.17 for L  
OFF X AK506763*



DATE \_\_\_\_\_

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: GRIFFITHS TEAS PTY LTD ACN 600 878 911  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_  
Office held: \_\_\_\_\_

MICHAEL GRANT  
Director / Secretary  
MICHAEL GRANT

Signature of authorised person: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_  
Office held: \_\_\_\_\_

JUSTIN LEVIS  
Secretary / Director

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: \_\_\_\_\_

Name of witness: For execution by the  
Address of witness: Lessee see page 3

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

Signature of lessee: \_\_\_\_\_

(I) STATUTORY DECLARATION\*

I, \_\_\_\_\_  
solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales  
on \_\_\_\_\_ in the presence of—

Signature of witness: \_\_\_\_\_ Signature of lessor: \_\_\_\_\_

Full name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

Qualification of witness: [tick one]

- Justice of the Peace
- Practising Solicitor
- Other [specify] \_\_\_\_\_

\* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

[Handwritten signatures]

Annexure A to LEASE

Parties:


GRIFFITHS TEAS PTY LTD ACN 600 878 911 and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

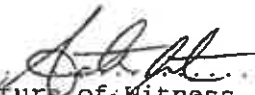
Dated

The Lessee shall have the benefit of the following rights:

- 1 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.085 WIDE LIMITED IN STRATUM" and denoted (E) on the plan annexed and marked "B" on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW.

Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:

  
 Signature of Agent for ~~Rob Whitefield~~, Michael Pratt  
 NSW Treasury Secretary (NSW Treasurer's  
 delegate under delegation dated  
 24 November 2015), on behalf of Alpha  
 Distribution Ministerial Holding  
 Corporation

  
 Signature of Witness

ANGELO WIKIETOS  
 Name of Agent in full

ANNETTE MARTINS  
 Name of Witness in full  
 52 Martin Place  
~~126 Phillip Street~~ Sydney NSW 2000

SIGNED [INSERT DETAILS]

.....  
 .....


L.G.A: SYDNEY  
 LOCALITY: SURRY HILLS

PLAN

ANNEXURE "B"

SHOWING SUBSTATION PREMISES S.65914 AND PROPOSED EASEMENT  
 WITHIN LOT 100 IN DP 1219626 AT  
 No.26-52 WENTWORTH AVENUE, SURRY HILLS

PARISH OF ALEXANDRIA - COUNTY OF CUMBERLAND

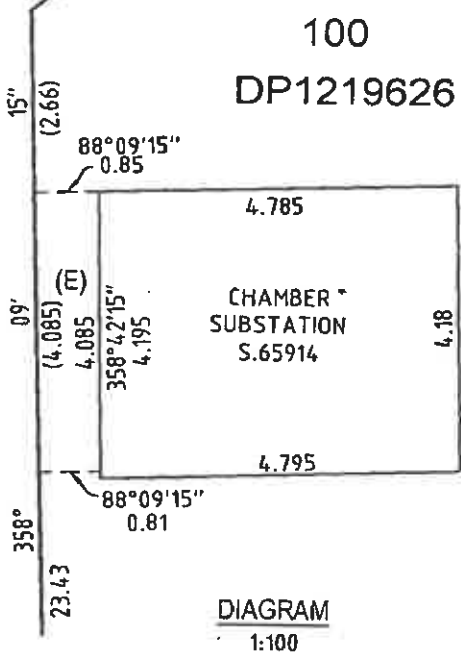
REDUCTION RATIO 1:400

M.G.A.



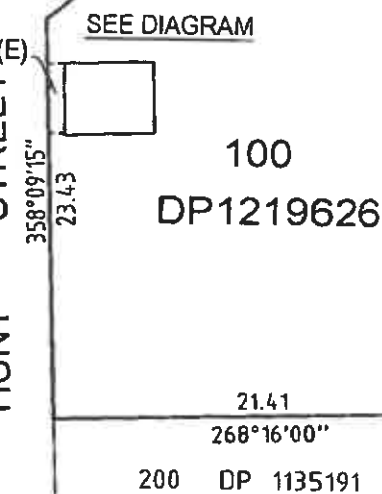
WENTWORTH AVENUE

HUNT STREET



WENTWORTH AVENUE

HUNT STREET



COMMONWEALTH STREET

DATUM (AHD)			
MARK	RL (AHD)	CLASS	ORDER
PM 69577	24.41	B	2
PM 150309	12.187	LC	L3

(E) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.085 WIDE  
 LIMITED IN DEPTH TO RL17.5 AND IN HEIGHT TO RL22.85

29/05/2017

*Matthew Graham Smith*

MATTHEW GRAHAM SMITH  
 REG'D SURVEYOR

SIGNATURES AND SEALS OF PARTIES

*[Signature]*

*[Signature]*

L.G.A: SYDNEY

LOCALITY: SURRY HILLS

PLAN

ANNEXURE "B"

SHOWING SUBSTATION PREMISES S.65914 AND PROPOSED EASEMENT  
WITHIN LOT 100 IN DP 1219626 AT  
No.26-52 WENTWORTH AVENUE, SURRY HILLS

PARISH OF ALEXANDRIA - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:400

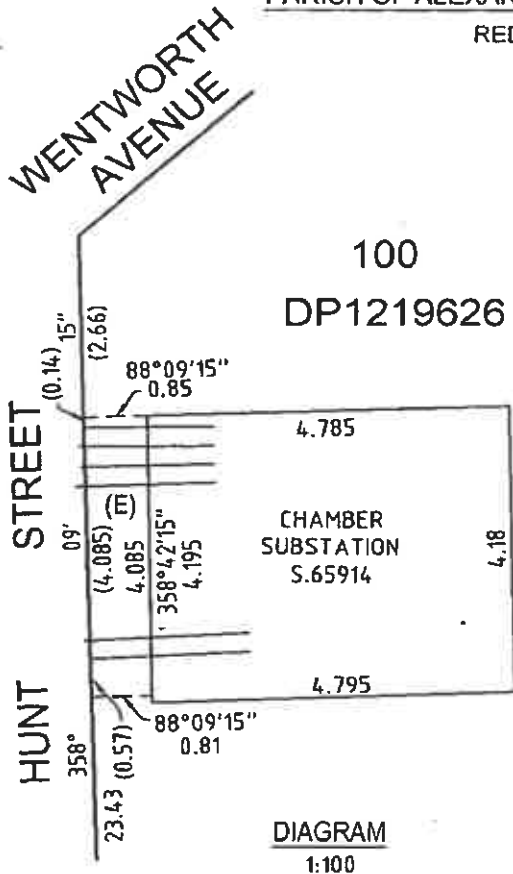
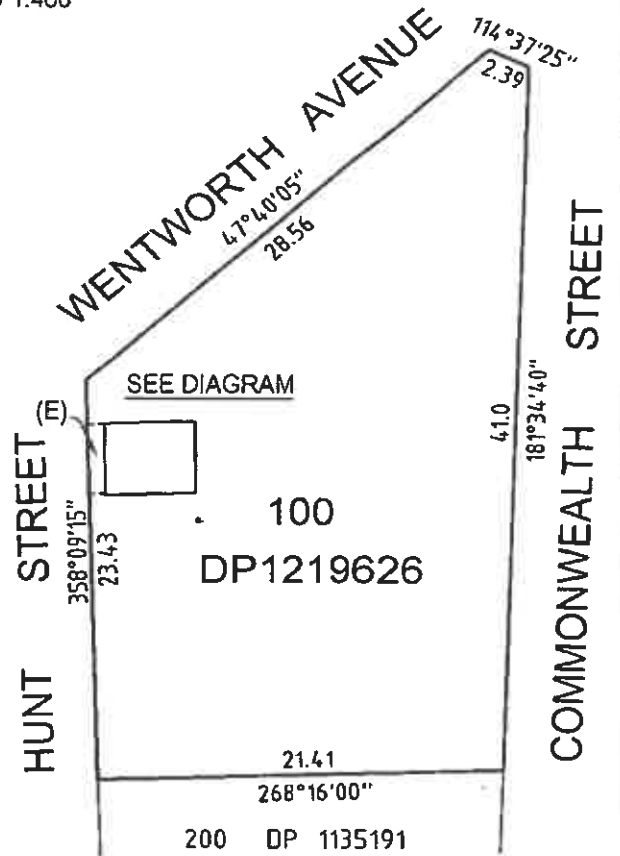


DIAGRAM  
1:100



DATUM (AHD)			
MARK	RL (AHD)	CLASS	ORDER
PM 69577	24.41	B	2
PM 150309	12.187	LC	L3

(E) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.085 WIDE  
LIMITED IN DEPTH TO RL17.5 AND IN HEIGHT TO RL22.85

29/05/2017

MATTHEW GRAHAM SMITH  
REG'D SURVEYOR

SIGNATURES AND SEALS OF PARTIES

I, MATTHEW GRAHAM SMITH, REGISTERED SURVEYOR,  
HEREBY CERTIFY THAT THE EASEMENT FOR ELECTRICITY AND  
OTHER PURPOSES 4.085 WIDE HAS BEEN LOCATED AT OFFSETS  
SHOWN HEREON IN RED AND IS WITHIN THIS EASEMENT.

MATTHEW GRAHAM SMITH  
REGISTERED SURVEYOR  
29/05/2017

1 August 2017

AM663049.

The Registrar General  
Land and Property Information  
Queens Square  
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of easement from Griffiths Teas Pty Ltd**

**Property: Hunt Street, Surry Hills**

**Caveat No.: AK506763**

**Our ref: HEM/AUS096-00831**

On behalf of Ausgrid (now ADMHC) we lodged caveat AK506763 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of Lease for Chamber Substation S 65914 on Folio 100/1219696 and related plan by surveyor Matthew Graham Smith.

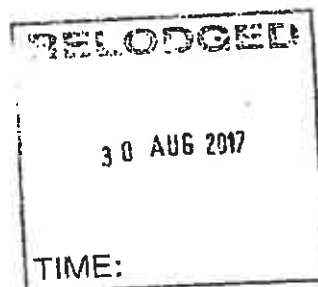
Caveat AK506763 should be removed from the title on the registration of the ADMHC Lease.

If you require any additional information please contact our office.

Yours faithfully

Chairman & Partner responsible:  
Mark Hickey  
e: mark.hickey@sparke.com.au

Contact:   
Helen Murray, Special Counsel  
t: +61 2 4924 7228  
e: helen.murray@sparke.com.au



Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales



**AM700478N**

Section 88E(3) Conveyancing Act 1919  
 PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

100/1219626

(B) LODGED BY

Document Collection Box <b>112M</b>	Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9246 7839 CAN: 123053P	CODE
	Reference: S127705 - P Romero-Calderon	<b>PC</b>

(C) REGISTERED PROPRIETOR

Of the above land  
GRIFFITHS TEAS PTY LTD (ACN 600 878 911)

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790)

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

DATE 30 AUGUST 2017

(G) Execution by the prescribed authority

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

Signature of witness:   
 Name of witness: HEATHER TURNER  
 Address of witness: 456 Kent Street, Sydney

Signature of authorised officer:   
 Name of authorised officer: HANNAH FRANCES REID  
 Position of authorised officer: Director - Legal & Governance  
 THE COUNCIL OF THE CITY OF SYDNEY  
 AUTHORISED DELEGATE PURSUANT TO S377 LOCAL GOVERNMENT ACT

(G) Execution by the registered proprietor

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: GRIFFITHS TEAS PTY LTD (ACN 600 878 911)  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:   
 Name of authorised person: Michael John Grant  
 Office held: Director/Secretary

Signature of authorised person:   
 Name of authorised person: Justin Ezra Levis  
 Office held: Director

(H) Consent of the N.A

The N.A under N.A No. N.A. agrees to be bound by this positive covenant.  
 I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of N.A. \_\_\_\_\_  
 Name of witness: \_\_\_\_\_  
 Address of witness: \_\_\_\_\_

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.  
 ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 4 1303

This PC - 8985  
 LT Prod - 24/8/17

**ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 100 IN DEPOSITED PLAN 1219626 BETWEEN GRIFFITHS TEAS PTY LTD AND THE COUNCIL OF THE CITY OF SYDNEY**

**1. DEFINITIONS**

**City** means The Council of the City of Sydney.

**Damages** mean liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).

**Land** means 46-52 Wentworth Avenue, Surry Hills (Folio Identifier: 100/1219626).

**Owner** means the registered proprietor of the Land.

**Public Way** means the roads, laneways or other areas vested in or controlled by the City.

**Private Connection** means the privately owned pipes emanating from the Land that is connected to the City owned gully pit, pipe or channel.

**Unauthorised Discharge** means any discharge (including trade wastes, contaminants and suspended silt), being any matter or thing (whether solid, gaseous or liquid) other than stormwater, sub-soil water and sprinkler test water.

**2. COVENANTS**

In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the Private Connection to the City's drainage system, the Owner must:

- (a) use the Private Connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) not permit any Unauthorised Discharge through the Private Connection;
- (c) permit the City to disconnect the Private Connection and make good the City's drainage system if any Unauthorised Discharge from the Land is detected;



Witness (signature):

**HEATHER TURNER**

Full Name (printed):  
456 Kent Street, Sydney



Michael John Grant  
Director/Secretary  
Griffiths Teas Pty Ltd



~~Anthony Patrick Lenehan~~ HANNAH FRANCES REID  
A Director - Legal & Governance  
The Council of the City of Sydney



Justin Ezra Levis  
Director  
Griffiths Teas Pty Ltd

- (d) pay for all costs relating to the disconnection(s) and making good;
- (e) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (f) if a pump-out system is installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure. The Owner must give the City access to the Land from time to time to inspect the notice(s);
- (g) release the City from all claims for Damages as a result of:
  - (i) any blockage of or surcharge or backflow from the City's drainage system;
  - (ii) the construction of the Private Connection in the Public Way
  - (iii) the connection of the Private Connection to the City's drainage system; and
  - (iv) the relocation of the gully pit;
- (h) indemnify the City from all Damages suffered or incurred by the City as a result of:
  - (i) the construction of the Private Connection;
  - (ii) the connection of the Private Connection to the City's drainage system; or
  - (iii) any Unauthorised Discharge through the Private Connection;

except to the extent that the City's negligent act or omission contributed to the Damages;

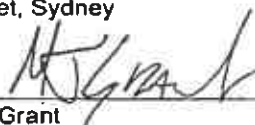
  - (i) not carry out any excavation works or alterations to the Private Connection and/or the City's drainage system without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;


3. GENERAL

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

  
 \_\_\_\_\_  
 Witness (signature):

HEATHER TURNER  
 \_\_\_\_\_  
 Name (printed):  
 456 Kent Street, Sydney

  
 \_\_\_\_\_  
 Michael John Grant  
 Director/Secretary  
 Griffiths Teas Pty Ltd

  
 \_\_\_\_\_  
 Anthony Patrick Lenehan HANNAH FRANCES REID  
 A Director – Legal & Governance  
 The Council of the City of Sydney

  
 \_\_\_\_\_  
 Justin Ezra Levis  
 Director  
 Griffiths Teas Pty Ltd




**ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 100 IN DEPOSITED PLAN 1219626 BETWEEN GRIFFITHS TEAS PTY LTD AND THE COUNCIL OF THE CITY OF SYDNEY**

**HERITAGE ITEM:**

- a) The heritage item is to be conserved and managed in accordance with the Conservation Management Plan (CMP) prepared by NBRS + Partners and dated December 2014, as amended by the Addendum to Conservation Management Plan prepared by Graham Brooks and Associates and dated April 2015.
- b) A Regular Maintenance Plan prepared by a suitably qualified heritage consultant is to be submitted for the approval of Council's Urban Design and Heritage Manager. Once approved it forms part of the overall CMP for the site.

**Heritage item** means the 'Griffiths teas' warehouse on the site.


**Site** means 46-52 Wentworth Avenue, Surry Hills (Folio Identifier: 100/1219626).


  
\_\_\_\_\_  
Witness (signature):

**HEATHER TURNER**

Name (printed):  
456 Kent Street, Sydney

  
\_\_\_\_\_  
Michael John Grant  
Director/Secretary  
Griffiths Teas Pty Ltd

  
\_\_\_\_\_  
Anthony Patrick Lenehan HANNAH FRANCES REID  
A Director - Legal & Governance  
The Council of the City of Sydney

  
\_\_\_\_\_  
Justin Ezra Levis  
Director  
Griffiths Teas Pty Ltd

Form: 13RPA  
Release: 3:1

**RESTRICTION ON THE  
USE OF LAND BY A  
PRESCRIBED AUTHORITY**



**AM700479L**

New South Wales  
Section 88E(3) Conveyancing Act 1919

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

100/1219626
-------------

(B) **LODGED BY**

Document Collection Box <b>112M</b>	Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9246 7839 CAN: 123053P Reference: S127705 - P Romero-Calderon	CODE <b>RV</b>
--	--	-------------------

(C) **REGISTERED PROPRIETOR**

Of the above land GRIFFITHS TEAS PTY LTD (ACN 600 878 911)
---

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919 THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790)
---

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

DATE 30 AUGUST 2017

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

Signature of witness:   
Name of witness: **HEATHER TURNER**  
Address of witness: 456 Kent Street  
SYDNEY NSW 2000

Signature of authorised officer:   
Name of authorised officer: ~~Anthony Patrick Lenehan~~  
**HANNAH FRANCES REID**  
Position of authorised officer: A Director - Legal & Governance  
The Council of the City of  
AUTHORISED DELEGATE PURSUANT  
8377 LOCAL GOVERNMENT ACT 1995

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: GRIFFITHS TEAS PTY LTD (ACN 600 878 911)  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:   
Name of authorised person: Michael John Grant  
Office held: Director/Secretary

Signature of authorised person:   
Name of authorised person: Justin Ezra Levis  
Office held: Director

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction. I certify that the N.A., who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of N.A. \_\_\_\_\_  
Name of witness: \_\_\_\_\_  
Address of witness: \_\_\_\_\_

This RV-8985  
CT Prod - 24/8/17

**ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY ON LOT 100 IN DEPOSITED PLAN 1219626 BETWEEN GRIFFITHS TEAS PTY LTD AND THE COUNCIL OF THE CITY OF SYDNEY**

**RESTRICTION ON RESIDENTIAL DEVELOPMENT:**

The accommodation portion of the building (levels 3 to 8 [mezzanine]), as approved in the Consent, must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

**Consent** means the consent granted to Development Application D/2015/61/E in accordance with the Environmental Planning and Assessment Act 1979.

**Residential Accommodation** means use as residential accommodation as defined in the Sydney Local Environmental Plan 2012.



Witness (signature):

**HEATHER TURNER**

Name (printed):

456 Kent Street, Sydney



Michael John Grant  
Director/Secretary  
Griffiths Teas Pty Ltd



~~Anthony Patrick Lanehan~~ HANNAH FRANCES REID  
A/Director - Legal & Governance  
The Council of the City of Sydney



Justin Ezra Levis  
Director  
Griffiths Teas Pty Ltd

**Lodger Details**

Lodger Code 506448F  
 Name THOMAS MARTIN LAWYERS  
 Address THE KIORA CENTRE  
 L 4, 29 KIORA RD  
 MIRANDA 2228  
 Lodger Box 1W  
 Email MALCOLM@THOMASMARTINLAW.COM.AU  
 Reference TM24197

Land Registry Document Identification

**AT990612**

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP94106	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP94106  
 Other legal entity

**Meeting Date**

13/02/2024

**Added by-law No.**

**Details** NA

**Amended by-law No.**

**Details** 34 and 67

**Repealed by-law No.**

**Details** NA

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

**Attachment**

See attached Conditions and Provisions

See attached Approved forms

**Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP94106

**Signer Name** MALCOLM JAMES HINDI

**Signer Organisation** TMMJ GROUP PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 17/04/2024

Approved Form 7	Strata Plan By-laws	Sheet 1 of 37 sheets
Registered:	Office Use Only	Office Use Only

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

The Common Seal of the Owners – Strata Plan No. 94106  
Was affixed on the 8 day of April 2024 in the presence of

Signature:.....

Name: Jessica Verreus

Being the person authorized by Section 273 of the Strata  
Schemes Management Act 2015 to attest the affixing of the seal.



*This is the form referred to in section 10(1)(b)(ii) Strata Schemes Development Act 2015.*

*This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.*

Approved Form 7	Strata Plan By-laws	
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**Dictionary**

**Meaning of words**

1 Words in italics are defined terms. Defined terms (in any form) mean:

**Air conditioning services** include, without limitation:

- (a) air handling units, cables, conduits, pipes, wires and ducts which are part of common property and exclusively service lots including, without limitation, by supplying air conditioning or reticulated water for air conditioning to a lot; and
- (b) reticulated water supplying air conditioning to lots.

The owners of lots have exclusive use of the air conditioning services which service their lot. See by-laws 98 to 103 for more information.

**building works** alterations, additions, damage, removal, repairs or replacement of:

- (a) common property structures, including the common property walls, floor and ceiling enclosing your lot. Common property walls include windows and doors in those walls;
- (b) the structure of your lot;
- (c) the internal walls inside your lot (e.g. a wall dividing two rooms in your lot);
- (d) common property services; or
- (e) services in Griffiths Teas Residential, whether or not they are for the exclusive use of your lot.

building works include altering or removing an inter-tenancy wall according to by-laws 73 to 76. Building works exclude:

- (a) minor fit out works inside a lot; and
- (b) works or alterations to the interior of common property walls enclosing a lot (e.g. hanging pictures or attaching items to those walls).



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**inter-tenancy wall** a common property wall between two lots. See by-laws 73 to 77 about making alterations to or removing inter-tenancy walls.

**kitchen exhaust** means any exhaust ducting, motors and associated equipment installed in the Retail Lots or on the common property but being a Shared Facility.

**Land** means the land comprised in folio identifiers 27/6380 and 28/6380 (or any consolidation or subdivision thereof).

**Lot** means a lot in Griffiths Teas Residential.

**Management Act** Strata Schemes Management Act 2015 (NSW).

**occupier** the occupier, lessee or licensee of a lot.

**owner**

- (c) the owner for the time being of a lot;
- (d) if a lot is subdivided or re-subdivided, the owners for the time being of the new lots;
- (e) for a common property rights by-law, the owner(s) of the lot(s) benefiting from the by-law; and
- (f) a mortgagee in possession of a lot.

**owners corporation** means The Owners of the Strata Plan registered on strata subdivision of part of the Land.

**Retail Lot** means lot 101 in Deposited Plan [    ].

**rules** means rules made by the owners corporation according to by-laws 110 to 113.

**security key** a key, magnetic card or other device or information used in Griffiths Teas Residential to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See by-laws 89 to 97 for more information.

**shared facilities** has the same meaning as that in the Strata Management Statement

Approved Form 7	Strata Plan By-laws	
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**strata committee** means the strata committee of the owners corporation.

**strata manager** the person appointed by the owners corporation as its strata managing agent under Part 4, Division 1 of the Management Act. If the owners corporation does not appoint a strata managing agent, strata manager means the secretary of the owners corporation.

**strata management statement** means the strata management statement registered with the Strata Plan for Griffiths Teas Residential.

### Interpreting the by-laws

- 2 Headings do not affect the interpretation of the by-laws.
- 3 In the by-laws a reference to:
  - 3.1 words that this by-law does not explain have the same meaning as they do in the Management Act;
  - 3.2 you means an owner or occupier of a lot;
  - 3.3 by-laws means the by-laws under the Management Act which are in force for Griffiths Teas Residential;
  - 3.4 a thing includes the whole or each part of it;
  - 3.5 a document includes any variation or replacement of it;
  - 3.6 a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
  - 3.7 a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
  - 3.8 a third party includes a person who is not an owner;
  - 3.9 a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
  - 3.10 the singular includes the plural and vice versa.

Approved Form 7	Strata Plan By-laws	
Office Use Only	Office Use Only	
Registered:		

**About the by-laws**

**Purpose of the by-laws**

- 4 The by-laws regulate the day to day management and operation of Griffiths Teas Residential. They are an essential document for the owners corporation and everyone who owns or occupies a lot in Griffiths Teas Residential.
- 5 The by-laws are designed to maintain the quality of Griffiths Teas Residential. They operate to enhance everyone’s use and enjoyment of their lot and the common property.

**Who must comply with the by-laws?**

- 6 Owners and occupiers of lots must comply with the by-laws.
- 7 The owners corporation must comply with the by-laws.

**Common property rights by-laws**

**Purpose of the common property rights by-law**

- 8 To more fairly apportion the costs for maintaining, repairing and replacing common property, the common property rights by-laws make owners responsible for the common property which they exclusively use or have the benefit of.

**How to change a common property rights by-law**

- 9 The owners corporation may amend or cancel a common property rights by-law only by special resolution and with the written consent of the owner of each lot which benefits from the common property rights by-law.

**Occupiers may exercise rights**

- 10 The owner of each lot which has the benefit of a common property rights by-law may allow the occupier of their lot to exercise the rights of the owner under the common property rights by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies to comply with the obligations of the owner under the common property rights by-law.

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**Repairing damage**

- 11 The owner of a lot which has the benefit of a common property rights by-law must repair damage caused by exercising rights under the common property rights by-law to common property or the property of another owner or occupier.

**Indemnities**

- 12 The owner of each lot which has the benefit of a common property rights by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the common property rights by-law.

**Additional insurances**

- 13 In addition to their obligations under any specific common property rights by-law, the owner of each lot which has the benefit of a common property rights by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner’s rights under the by-law.

**Your behaviour**

**What are your general obligations?**

- 14 You must not:
  - 14.1 make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or common property by another owner or occupier;
  - 14.2 use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
  - 14.3 smoke cigarettes, cigars or pipes while you are on common property or in part of a lot which is air conditioned or allow smoke from them to enter common property;
  - 14.4 obstruct the legal use of common property by any person;
  - 14.5 do anything in Griffiths Teas Residential which is illegal; or

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14.6 do anything which might damage the good reputation of the owners corporation or Griffiths Teas Residential.

**Complying with the law**

15 You must comply on time and at your cost with all laws relating to:

- 15.1 your lot;
- 15.2 the use of your lot; and
- 15.3 common property to which you have a licence, lease or a right to use under a common property rights by-law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies.

**You are responsible for others**

**What are your obligations?**

16 You must:

- 16.1 take all reasonable actions to ensure your visitors comply with the by-laws;
- 16.2 make your visitors leave Griffiths Teas Residential if they do not comply with the by-laws;
- 16.3 take reasonable care about who you invite into Griffiths Teas Residential; and
- 16.4 if you are the owner or occupier of an apartment, accompany your visitors at all times, except when they are entering or leaving Griffiths Teas Residential.

You must not allow another person to do anything that you cannot do under the by-laws.

**Requirements if you lease your lot**

17 If you lease or licence your lot, you must:



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Registered:	Office Use Only	Office Use Only

- 17.1 ensure that your tenant or licensee and their visitors comply with the by-laws; and
- 17.2 take all action available to you, including action under the lease or licence agreement, to make them comply or leave Griffiths Teas Residential.

**Your lot**

**What are your general obligations?**

- 18 You must:
  - 18.1 keep your lot clean and tidy and in good repair and condition;
  - 18.2 properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your lot (whether or not you made the installation or alteration);
  - 18.3 notify the owners corporation if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the owners corporation. See by-law 34 for important information about increasing and paying for insurance premiums; and
  - 18.4 at your expense, comply with all laws about your lot including, without limitation, requirements of government agencies.

**When will you need consent from the owners corporation?**

- 19 You must have consent from the owners corporation to:
  - 19.1 carry out building works in your lot (see by-law 65 to 76 for more information);
  - 19.2 subject to your rights under the by-laws , keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Griffiths Teas Residential;
  - 19.3 store anything in your car space (other than a vehicle);

<b>Approved Form 7</b>	<b>Strata Plan By-laws</b>	
Registered:	Office Use Only	Office Use Only

- 19.4 install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your lot if they are visible from outside your lot or Griffiths Teas Residential;
- 19.5 install an intruder alarm with an audible signal; or
- 19.6 attach or hang an aerial or wires outside your lot or Griffiths Teas Residential.

**Floor coverings**

- 20 You must keep the floors in your lot covered with timber or carpet with underlay, or treated with another appropriate material to stop the transmission of noise which might unreasonably disturb another owner or occupier.
- 21 You must have consent from the owners corporation to remove or interfere with existing floor coverings or treatments in your lot that assist to prevent the transmission of noise which might unreasonably disturb another owner or occupier.

**Window coverings**

- 22 Window coverings (e.g. curtains, blinds and louvres) in your lot must be a colour and design approved by the owners corporation. Because of the heritage significance of Griffiths Teas Residential, the only types of window coverings which will be approved for installation to openings visible from the public domain (except in relation to the penthouse apartments on Level 8) are:
  - 22.1 Venetian blinds: Individual 50mm White Fibrewood timber venetians, of which two must be installed per window, with the separation occurring along the centreline of the window.
  - 22.2 Curtains: Centre-opening curtains manufactured of fabric – ‘Allusion, Colour Limestone’. Curtains are to be wave-form with 2:1 fullness.

**Cleaning windows and doors**

- 23 You must clean the glass in windows and doors of your lot (even if they are common property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

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- 24 The owners corporation may resolve to clean the glass in some or all of the windows and doors in Griffiths Teas Residential. If the owners corporation resolves to clean glass in your lot, you are excused from your obligations under this by-law for the period the owners corporation resolves to clean the glass.

**The balcony of your apartment**

- 25 You may keep planter boxes, pot plants, landscaping, occasional furniture, awnings and outdoor recreational equipment on the balcony of your lot only if:

- 25.1 it is a type approved by the owners corporation;
- 25.2 it is of a standard commensurate with the standard of Griffiths Teas Residential;
- 25.3 it will not (or is not likely to) cause damage;
- 25.4 you indemnify the owners corporation in relation to its use, maintenance and repair and any damage it may cause to the common property or another lot; and
- 25.5 it is not (or is not likely to become) dangerous.

You may also keep a portable barbecue according to by-laws 29 to 33.

Except as specifically provided for elsewhere in these by-laws, you may not place or affix any antennae or air-conditioning units on a balcony or any other external area of a lot.

- 26 You are responsible, at your own cost, for properly maintaining, repairing and, where necessary, replacing any planter boxes (including any membrane or other waterproofing measure), pot plants, landscaping, occasional furniture, awnings and outdoor recreational equipment on the balcony of your lot (whether or not you installed or placed it there).
- 27 To enable the owners corporation to inspect, repair or replace common property, the owners corporation may require you, at your cost, to temporarily remove and store items from the balcony of your lot that are not common property.

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**Drying your laundry**

28 You must not hang laundry, bedding or other articles on the balcony of your lot or in an area that is visible from outside your lot.

**Storing and operating a portable barbecue**

**Obligations of owners and occupiers**

- 29 You may store and operate a portable barbecue on the balcony of your lot if:
- 29.1 it is a type approved according to by-law 30;
  - 29.2 it will not (or is not likely to) cause damage;
  - 29.3 it is not (or is not likely to become) dangerous;
  - 29.4 it is covered when you are not operating it;
  - 29.5 it is kept clean and tidy; and
  - 29.6 you comply with by-laws 31 to 33.

**Types of portable barbecues**

- 30 You may store and operate the following types of portable barbecues on the balcony of your lot:
- 30.1 a covered kettle style portable barbecue;
  - 30.2 a covered gas or electric portable barbecue; and
  - 30.3 any other type approved by the owners corporation.

31 You may not store or operate a portable barbecue on the balcony of your lot if that portable barbecue has no cover.

**Operating a portable barbecue**

- 32 You may only operate your barbecue during the hours of 9:00 am and 9:00 pm or otherwise during hours approved by the owners corporation.
- 33 You must not permit smoke, odours or noise associated with the use of a portable barbecue on your lot to be emitted on to other lots in Griffiths Teas Residential to

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the extent which may cause a nuisance to other owners and occupiers in Griffiths Teas Residential.

**Keeping an animal**

**What animals may you keep?**

- 34 Subject to this by-law, you may keep:
  - 34.1 goldfish or other similar fish in an indoor aquarium;
  - 34.2 a cat;
  - 34.3 a dog (and excluding any dangerous species); or
  - 34.4 a guide dog if you need the dog because you are visually or hearing impaired.

**When will you need consent?**

- 35 You must have consent from the owners corporation to keep types or numbers of animals not approved under by-law 34.

**When will the owners corporation refuse consent?**

- 36 The owners corporation will not give you consent to keep:
  - 36.1 a dog that is vicious, aggressive, noisy or difficult to control;
  - 36.2 a dog that is not registered under the Companion Animals Act 1998 or
  - 36.3 a dangerous dog under the Companion Animals Act 1998 (NSW).

**Controlling your animal**

- 37 You must ensure that any animal you keep under this by-law does not wander onto another lot or common property. If it is necessary to take your animal onto common property (e.g. to transport it out of Griffiths Teas Residential), you must restrain it (e.g. by leash or pet cage) and control it at all times.

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**Conditions for keeping an animal**

- 38 The owners corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the owners corporation has the right at any time to order you to remove your animal if:
  - 38.1 it becomes offensive, vicious, aggressive, noisy or a nuisance;
  - 38.2 you do not comply with your obligations under this by-law;
  - 38.3 you breach a condition made by the owners corporation when it gave you consent to keep the animal; or
  - 38.4 if you keep a dog, your dog is a dangerous dog or is not registered under the Companion Animals Act 1998 (NSW).

**Your responsibilities**

- 39 You are responsible:
  - 39.1 to other owners and occupiers and people using common property for:
    - 39.1.1 any noise your animal makes which causes unreasonable disturbance; and
    - 39.1.2 damage to or loss of property or injury to any person caused by your animal; and
  - 39.2 to clean up after your animal.

**Your visitors**

- 40 You must not allow your visitors to bring animals into Griffiths Teas Residential unless they are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

**Erecting a sign**

**What are your obligations?**

- 41 Subject to this by-law, you must have consent from the owners corporation to erect a sign (including without limit 'For Sale' or 'For Lease' signs):
  - 41.1 in your lot that is visible from outside your lot; or

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41.2 on common property.

**The developer**

42 While the developer is an owner, the developer does not need consent from the owners corporation to erect and display ‘For Sale’ or ‘For Lease’ signs in a lot or on common property.

**Fire Control**

**What are your obligations?**

43 You may keep flammable materials in your lot only if you:

- 43.1 use them in connection with the lawful use of your lot; and
- 43.2 keep them in reasonable quantities according to the guidelines of government agencies.

44 You and the owners corporation must comply with laws about fire control.

**Restrictions about fire safety**

45 You must not:

- 45.1 keep flammable materials on common property;
- 45.2 interfere with fire safety equipment;
- 45.3 obstruct fire stairs or fire escapes; or
- 45.4 keep flammable materials in your car space.

**Moving and delivering furniture and goods**

**Moving in**

46 You must make arrangements with the owners corporation at least 48 hours before you move in to or out of Griffiths Teas Residential or move large articles (e.g. furniture) through common property.

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**What are your obligations?**

- 47 When you take deliveries or move furniture or goods through Griffiths Teas Residential, you must:
  - 47.1 comply with the reasonable requirements of the owners corporation, including requirements to fit an apron cover to the common property lift;
  - 47.2 repair any damage you (or the person making the delivery) cause to common property; and
  - 47.3 if you (or the person making the delivery) spill anything onto common property, immediately remove the item and clean that part of the common property.

**Rules**

- 48 The owners corporation may make rules to control the delivery of furniture and goods and, in particular, the use of the common property lifts by owners and occupiers.

**Parking on common property**

- 49 You must have consent from the owners corporation to park or stand a vehicle on common property.

**Controlling traffic in Common Property**

- 50 In addition to its powers under the Management Act, the owners corporation has the power to:
  - 50.1 impose a speed limit for traffic in common property;
  - 50.2 impose reasonable restrictions on the use of common property driveways and parking areas;
  - 50.3 install speed humps and other traffic control devices in common property;
  - 50.4 install signs about parking; and



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50.5 install signs to control traffic in common property and, in particular, traffic entering and leaving Griffiths Teas Residential.

**Use of car park and storage spaces**

**Rights of owners**

- 51 Any part of a Lot designated for the parking of vehicles must not be used by an Owner for any other purpose without the prior approval of the owners corporation.
- 52 Owners may only use any car space and storage space which may be allocated to their Lot for any lawful use.

**Exclusive Use of Car Spaces**

- 53 This is a common property rights by-law. The owners corporation may amend or cancel it only by special resolution and with the written consent of the owner of each Lot.
- 54 By-laws 8 to 13 apply to this common property rights by-law.
- 55 The owner of the lot noted in the table below has the right to use the number of car spaces within the car stacker units as noted in the corresponding column in the table below:

Lot Number	No. of Car Spaces	Lot Number	No. of Car Spaces
37	1	33	1
28	1	35	1
32	1	25	1
36	1	34	1
<u>31</u>	<u>1</u>		

The owners acknowledge that the car stacker units are common property and the property of the owners corporation. The lot owners must at all times comply with the rules and regulations which govern the use of the car stacker system.

The car stacker system has a maximum load limit of 2,000 kilograms per car space and the maximum height and length of a vehicle that may be parked in the car stacker system is as indicated on the plan of exclusive use.

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- 56 Each owner of the Lot having the benefit of an exclusive use right under this by-law must:-
- 56.1 jointly (each being a 1/9<sup>th</sup> share) at their own joint cost operate, maintain, repair and where necessary replace the car stacker units; and
  - 56.2 at their own sole cost, repair and replace the car stacker units to the extent that the car stacker units are damaged because of the act, omission or negligence of, or the breach of these by-laws by the owner.

The owner's corporation may at its sole discretion comply with the owner's obligation under this by-law 56 at the cost (including without limit, non-routine call out charges) of the owner who is responsible for such obligation.

**Obligations of the owners**

- 57 Owners must:
- 57.1 ensure that no obstructions are left in the car stacker area;
  - 57.2 keep their storage space clean and tidy at all times;
  - 57.3 give the owners corporation access to their car stacker and storage spaces if the owners corporation needs to comply with its obligations under the by-laws or the Management Act.
- 58 Owners of a storage space or the like are responsible for the maintenance, repair and replacement of any part of such storage space or bicycle locker including, without limit, gates, cages and the like.

**Things owners must not do**

- 59 Owners must not:
- 59.1 use the car stacker or any storage space for any unlawful use;
  - 59.2 keep flammable materials in their car space (other than fuel, oil, lubricants and other fluids ordinarily found in a motor vehicle) or storage space; or
  - 59.3 deposit or leave garbage or recyclable materials in their car space or storage space.

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**How to dispose of your garbage**

**Making rules**

60 The owners corporation may make rules about the storage and removal of garbage from Griffiths Teas Residential.

**Requirements for lots**

61 You must dispose of your garbage and recyclable materials according to by-laws 62 to 66.

**General obligations**

62 Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- 62.1 on common property;
- 62.2 in an area of your lot which is visible from outside your lot; or
- 62.3 in your car space.

63 If you spill garbage on common property, you must immediately remove that rubbish and clean that pan of common property.

**Garbage disposal and the garbage rooms**

**What are the obligations of owners and occupiers?**

- 64 You must:
- 64.1 place your garbage in the garbage receptacle in the garbage room or in the garbage chute on the floor on which your lot is located;
  - 64.2 drain and securely wrap your garbage before you place it in the garbage chute or room;
  - 64.3 leave your other garbage and recyclable materials in the area or receptacle in the garbage chute or room designated by the owners corporation for that purpose;
  - 64.4 recycle your garbage according to instructions from the owners corporation and Council;

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64.5 drain and clean bottles and make sure they are not broken before you place them in the garbage chute or room; and

64.6 contact the owners corporation to remove (at your cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

**Maintaining the garbage room**

65 The owners corporation must:

65.1 regularly clean, maintain, repair and, where necessary, replace the garbage chutes or room;

65.2 make available for collection by Council garbage and recyclable materials placed in the chutes or garbage room; and

65.3 arrange for the removal from the garbage room large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant owner or occupier of a lot).

**Additional rights and obligations of the owners corporation**

66 The owners corporation may:

66.1 restrict access to the garbage room by security key according to by-laws 89 to 97. The owners corporation must provide owners and occupiers with a security key for the garbage room according to by-laws 89 to 97;

66.2 make rules about using the garbage chutes or room and the storage and disposal of garbage and recyclable materials from lots, and

66.3 make rules allocating on a proportional unit entitlement basis for the sum of the unit entitlements of the relevant lots the costs of any special garbage removal, cleaning or other service required to service any particular lot or lots.

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**Carrying out building works**

**When do you need consent?**

- 67 Subject to the by-laws, you must have consent from the owners corporation to carry out building works.
- 67.1 The approval of the Strata Committee may be given to minor works subject to reasonable conditions and cannot be unreasonably withheld.

**When is consent not necessary?**

- 68 You do not need consent from the owners corporation under this by-law to:
  - 68.1 if you are the developer, erect a 'For Sale' or 'For Lease' sign according to by-law 42;
  - 68.2 alter or remove an inter-tenancy wall according to by-laws 73 to 76; or
  - 68.3 carry out building works which you are entitled to carry out under a common property rights by-law.
- 69 However, you must comply with by-laws 70 to 72 when you erect the sign or carry out the building works.

**Procedures before you carry out building works**

- 70 When you carry out building works, you must:
  - 70.1 obtain necessary consents from the owners corporation and government agencies;
  - 70.2 find out where service lines and pipes are located;
  - 70.3 obtain consent from the owners corporation if you propose to interfere with or interrupt services; and
  - 70.4 if you do not need consent to carry out the building works, give the owners corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the building works.

**Procedures when you carry out building works**

- 71 If you carry out building works, you must:

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- 71.1 use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation who have requisite insurance;
- 71.2 carry out the building works in a proper manner and to the reasonable satisfaction of the owners corporation; and
- 71.3 repair any damage you (or persons carrying out the building works for you) cause to common property or the property of another owner or occupier.

**Making arrangements with the owners corporation**

- 72 Before you carry out building works (including building works for which you do not require consent from the owners corporation), you must:
  - 72.1 arrange with the owners corporation a suitable time and means by which to access Griffiths Teas Residential for purposes associated with those building works;
  - 72.2 comply with the reasonable requirements of the owners corporation about the time and means by which you must access Griffiths Teas Residential; and
  - 72.3 ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the owners corporation about the times and means by which they must access Griffiths Teas Residential.

**Inter-tenancy walls**

**When may you alter or remove an inter-tenancy wall?**

- 73 You may alter or remove an inter-tenancy wall if:
  - 73.1 you own the lots separated by the inter-tenancy wall or you have the consent of the owner of the adjoining lot;
  - 73.2 it is not a structural wall;
  - 73.3 before you carry out the work, you provide the owners corporation with a certificate from a qualified structural engineer reasonably acceptable

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to the owners corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect common property or other lots (including services to those lots); and

73.4 you comply with the procedures in this by-law.

74 Otherwise, you must have the consent of the owners corporation to alter or remove an inter-tenancy wall.

**What consents are necessary?**

75 You do not need consent from the owners corporation to alter or remove an inter-tenancy wall (provided that you comply with the requirements by-laws 73 to 76). However, you must obtain all necessary consents from government agencies before you alter or remove an inter-tenancy wall.

**What are the conditions for carrying out the work?**

76 It is a condition of you altering or removing an inter-tenancy wall that you:

76.1 carry out the work in the method certified by the structural engineer under by-law 73;

76.2 if appropriate, comply with Division 4 of the *Strata Schemes Freehold Development Act 2015 (NSW)* and lodge any necessary building alteration plan with the Registrar-General;

76.3 comply with by-laws 70 to 72; and

76.4 acknowledge for yourself and future owners of your lot that the owners corporation does not have to reinstate the inter-tenancy wall.

**Licences**

**Powers of the owners corporation**

77 In addition to its powers under the Management Act, the owners corporation has the power to grant licences to owners and occupiers to use parts of common property.

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78 The owners corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

**What provisions may a licence include?**

79 Licences the owners corporation grants under this by-law may include provisions about, but need not be limited to:

- 79.1 payments under the licence;
- 79.2 the term of the licence;
- 79.3 the permitted uses of the licensed areas;
- 79.4 the maximum number of persons allowed in the licensed area;
- 79.5 insurances the licensee must effect; and
- 79.6 cleaning and maintaining the licensed area.

**Damage to common property**

**What are your obligations?**

- 80 Subject to the by-laws, you must:
- 80.1 use common property equipment only for its intended purpose;
  - 80.2 immediately notify the owners corporation if you know about damage to or a defect in common property; and
  - 80.3 compensate the owners corporation for any damage to common property caused by you, your visitors or persons doing work or carrying out building works in Griffiths Teas Residential on your behalf

**When will you need consent from the owners corporation?**

- 81 Subject to the by-laws, you must have consent from the owners corporation to:
- 81.1 interfere with or damage common property;
  - 81.2 remove anything from common property that belongs to the owners corporation; or
  - 81.3 interfere with the operation of common property equipment.



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**Insurance premiums**

**Consent from the owners corporation**

82 You must have consent from the owners corporation to do anything that might invalidate, suspend or increase the premium for an owners corporation insurance policy.

**Payments for increased premiums**

83 If the owners corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the owners corporation for any increased premium. If you do not agree with the conditions, the owners corporation may refuse its consent.

**Security at Griffiths Teas Residential**

**Rights and obligations of the owners corporation**

84 The owners corporation must take reasonable steps to:

- 84.1 stop intruders coming into Griffiths Teas Residential; and
- 84.2 prevent fires and other hazards.

**Installation of security equipment**

85 In addition to its powers under the Management Act and subject to the by-laws, the owners corporation has the power to install and operate in common property audio and visual security cameras and other audio and visual surveillance equipment for the security of Griffiths Teas Residential.

**Restricting access to common property**

86 In addition to its powers under the Management Act and subject to the by-laws, the owners corporation has the power to:

- 86.1 close off or restrict by security key access to parts of common property that do not give access to a lot;

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86.2 restrict by security key your access to levels in Griffiths Teas Residential where you do not own or occupy a lot or have access to according to a common property rights by-law; and

86.3 allow security personnel to use part of common property to operate or monitor security of Griffiths Teas Residential. The owners corporation may exclude you from using these parts of common property.

**What are your obligations?**

87 You must not:

87.1 interfere with security cameras or surveillance equipment; or

87.2 do anything that might prejudice the security or safety of Griffiths Teas Residential.

88 You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

**Security keys**

**Providing owners and occupiers with security keys**

89 Subject to this by-law, the owners corporation may give you a security key if it restricts access to common property under by-law 86.

90 The owners corporation must provide you with at least one security key for:

90.1 the common property lift;

90.2 the access and exit doors into Griffiths Teas Residential building (e.g. to the common property foyer);

90.3 the residential bin room located on Level 1;

90.4 your level of Griffiths Teas Residential; and

90.5 the carpark of Griffiths Teas Residential (but only if you have exclusive use of a space in the car stacker).

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**Fees for additional security keys**

91 The owners corporation may charge you a fee or bond if you require extra or replacement security keys (in addition to those which you are entitled to receive under by-law 90).

**Who do security keys belong to?**

92 Security keys belong to the owners corporation.

**Managing the security key system**

93 In addition to its powers under the Management Act, the owners corporation has the power to make agreements with another person to exercise its functions under this by-law and, in particular, to manage the security key system. The agreement may have provisions requiring owners to pay the other person an administration fee for the provision of security keys.

94 In addition to its powers under the Management Act, the owners corporation has the power to:

- 94.1 re-code security keys; and
- 94.2 require you to promptly return your security keys to the owners corporation to be re-coded.

**What are your obligations?**

95 You must:

- 95.1 comply with the reasonable instructions of the owners corporation about security keys and, in particular, instructions about re-coding and returning security keys;
- 95.2 take all reasonable steps not to lose security keys;
- 95.3 return security keys to the owners corporation if you do not need them or if you are no longer an owner or occupier; and
- 95.4 notify the owners corporation immediately if you lose a security key.

96 You must not:

- 96.1 copy a security key; or

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96.2 give a security key to someone who is not an owner or occupier.

**Procedures if you lease your lot**

97 If you lease or licence your lot, you must include a requirement in the lease or licence that the occupier return security keys to the owners corporation when they no longer occupy a lot in Griffiths Teas Residential.

**Exclusive use of air conditioning services**

**Common property rights by-law**

98 This is a common property rights by-law. The owners corporation may amend or cancel it only by special resolution and with the written consent of the owner of each lot.

99 By-laws 8 to 13 apply to this common property rights by-law.

**Exclusive use rights**

100 The owner of each lot has:

100.1 exclusive use of the air conditioning services which exclusively service their lot and the right of access over the common property to access all components of the air conditioning services which exclusively service their lot; and

100.2 the special privilege to connect to and use the air conditioning services which exclusively service their lot.

**Use of Service Enclosures**

101 Owners have the right to install air conditioning upon the service enclosures associated with each Lot, and the special privilege to connect such pipes, cables and service lines as are required in relation to such air conditioning services to their respective Lots through the common property walls separating their Lots from the service enclosures.

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**Obligations of the owners corporation**

102 The owners corporation must operate, maintain, repair and, where necessary, replace the common property to which any components of the air conditioning services which are for the exclusive use of a lot are attached.

**Obligations of owners**

- 103 The owner of each lot must, at their own cost:
- 103.1 operate, maintain, repair and, where necessary, replace air conditioning services exclusively servicing their lot;
  - 103.2 ensure that air conditioning services exclusively servicing their lot are not audible in any other lot between the hours of 10:00pm and 7:00am on weekdays, and 10:00pm and 8:00am on weekends and public holidays;
  - 103.3 use contractors approved by the owners corporation to maintain, repair and replace air conditioning services exclusively servicing their lot; and
  - 103.4 comply with the requirements of government agencies about air conditioning services.

**Retail Lots**

**Lots used for commercial or retail purposes**

- 104 The Retail Lots may be used from time to time for retail or commercial purposes.
- 105 The owners of all lots in the strata scheme acknowledge that the Retail Lots are designated for retail or commercial purposes, and cannot object to the use of those lots for retail or commercial purposes.

**Strata Management Statement**

106 All owners and occupiers of all lots acknowledge and accept that Griffiths Teas Residential is part of a stratum subdivision with the Retail Lots being part of the same building and is governed by the Strata Management Statement that is registered on the title to the common property of Griffiths Teas Residential. In particular all owners and occupiers acknowledge and accept the rights and

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privileges of the Retail Lots pursuant to the Strata Management Statement and will not in any way seek to create by laws, amend by laws, hinder, object the lawful trade and operation from the Retail Lots and all rights attaching to the Retail Lots pursuant to the Strata Management Statement.

- 107 The owners and occupiers of all lots acknowledge and accept that parts of the common property are Shared Facilities and are subject to shared use with the Retail Lots as set out in the Strata Management Statement will not in any way seek to create by laws, amend by laws, hinder, object the lawful use and operation by the owners and occupiers of the Retail Lots of the Shared Facilities and all rights attaching to the Retail Lots pursuant to the Strata Management Statement.
- 108 Each owner agrees that the owners corporation may only authorise any action to be taken with respect to the Retail Lots or the Strata Management Statement (including without limit by laws 104 to 108 inclusive) by special resolution and with the written consent of the owner of each lot.

**Building management and You**

- 109 You must not:
  - 109.1 interfere with or stop the strata manager performing its obligations or exercising its rights under its agreement with the owners corporation; or
  - 109.2 interfere with or stop the strata manager using common property that the owners corporation permits it to use.

**Rules**

**Powers of the owners corporation**

- 110 In addition to its powers under the Management Act, the owners corporation has the power to make rules about the security, control, management, operation, use and enjoyment of Griffiths Teas Residential and, in particular, the use of common property.
- 111 The owners corporation may add to or change the rules at any time.

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**What are your obligations?**

112 You must comply with the rules.

**What if a rule is inconsistent with the by-laws?**

113 If a rule is inconsistent with the by-laws or the requirements of a government agency, the by-laws or requirements of the government agency prevail to the extent of the inconsistency.

**How are consents given?**

**Who may give consent?**

- 114 Unless a by-law states otherwise, consents under the by-laws may be given by:
- 114.1 the owners corporation at a general meeting; or
  - 114.2 the executive committee at a meeting of the executive committee.

**Conditions**

115 The owners corporation or the executive committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

**Can consent be revoked?**

- 116 The owners corporation or the executive committee may revoke their consent if you do not comply with:
- 116.1 conditions made by them when they gave you consent; or
  - 116.2 the by-law under which they gave you consent.

**Restriction on Use**

117 The owners and occupiers acknowledge and agree that their lot cannot be used for short term accommodation.

Approved Form 7	Strata Plan By-laws	
Registered:	Office Use Only	Office Use Only

**Failure to Comply with by-laws**

**Powers of the owners corporation**

118 The powers of the owners corporation under this by-law are in addition to those that it has under the Management Act.

**What can the owners corporation do?**

119 The owners corporation may do anything on your lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the owners corporation, have not done properly.

120 The owners corporation must give you a written notice specifying when it will enter your lot to do the work. You must:

120.1 give the owners corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and

120.2 pay the owners corporation for its costs for doing the work.

121 The owners corporation may recover any money you owe it under the by-laws as a debt.

**Applications and complaints**

122 You must make any applications and complaints to the owners corporation in writing and address them to the strata manager.

**Electronic service of notices**

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



Approved Form 7	Strata Plan By-laws	
Registered:	Office Use Only	Office Use Only

**Executions**

Date:

Executed on behalf of **Griffiths Teas Pty Limited** (ACN 600 878 911) by authority of Section 127(1) of the Corporations Act 2001:

.....  
Signature of Director

.....  
Signature of Director

.....  
Name of Director (print)

.....  
Name of Director (print)

**Executed by the mortgagee:**

Signed sealed and delivered by **National Australia Bank Limited** (ACN 004 044 937)  
by its attorney under power of attorney dated \_\_\_\_\_ in the presence of :

.....  
Signature of Witness  
I certify that I am an eligible witness

.....  
Signature of Attorney

.....  
Name of Witness (print)

.....  
Name of Attorney (print)

.....

Approved Form 7	Strata Plan By-laws	Sheet 36 of 37 sheets
Registered:	Office Use Only	Office Use Only

The Common Seal of the Owners – Strata Plan No. 94106  
Was affixed on the 8 day of April 2024 in the presence of

Signature:.....

Name: Debra Kourres

Being the person authorized by Section 273 of the Strata  
Schemes Management Act 2015 to attest the affixing of the seal.



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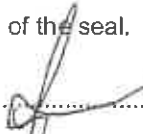
*This is the form referred to in section 10(1)(b)(ii) Strata Schemes Development Act 2015.*

*This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.*

### Approved Form 23

#### Attestation

The seal of The Owners - Strata Plan No 94106 was affixed on <sup>^</sup> 8 APRIL 2024 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Jessica Laners Authority: Strata Manager

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

<sup>^</sup> Insert appropriate date



INFOTRACK PTY LIMITED  
GPO BOX 4029

SYDNEY NSW 2001

## **PLANNING CERTIFICATE**

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

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**Applicant:** INFOTRACK PTY LIMITED  
**Your reference:** SECARL SALE 4715  
**Address of property:** 46 Wentworth Avenue , SURRY HILLS NSW 2010  
**Owner:** THE OWNERS - STRATA PLAN NO 94106  
**Description of land:** Lot 100 DP 1223814, Lots 1-37 SP 94106  
**Certificate No.:** 2024303449  
**Certificate Date:** 1/05/24  
**Receipt No:** APC-21332  
**Fee:** \$156.00  
**Paid:** 1/05/24

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



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

**CERTIFICATE ENQUIRIES:**  
Ph: 9265 9333

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

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

**DEVELOPMENT CONTROLS**

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

**ZONING**

**Zone MU1 Mixed Use (Sydney Local Environmental Plan 2012)**

**1 Objectives of zone**

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

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

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

**PROPOSED ZONING**

This property is not affected by a draft zone.

## LOCAL PLANNING CONTROLS

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

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

## HERITAGE

### **Item of Environmental Heritage**

*(Sydney Local Environmental Plan 2012)*

This property has been listed as an Item of Environmental Heritage

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

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

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

[www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

## STATE PLANNING INSTRUMENTS

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

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

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

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

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

## **State Environmental Planning Policy (Housing) 2021**

The principles of this Policy are as follows:

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

### **State Environmental Planning Policy (Planning Systems) 2021**

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

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This SEPP contains planning provisions:

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

### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This SEPP contains planning provisions:



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

#### **State Environmental Planning Policy (Industry and Employment) 2021**

This SEPP contains planning provisions:

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

#### **State Environmental Planning Policy (Resources and Energy) 2021**

This SEPP contains planning provisions:

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

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

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

#### **State Environmental Planning Policy (Sustainable Buildings) 2022**

Encourages the design and delivery of more sustainable buildings across NSW. It sets sustainability standards for residential and non-residential development and starts the process of measuring and reporting on the embodied emissions of construction materials.

The standards for energy use that apply to large commercial development contained in the SEPP do not apply to land in the City of Sydney LGA except to the extent the development relates to prescribed serviced apartments.

### (3) Contribution plans

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

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 <sup>th</sup> November 2021	YES
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	NO

#### Notes:

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1<sup>st</sup> July 2021.
- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution>. Inquiries can be directed to the NSW Government through this email address: [hpc.enquiry@planning.nsw.gov.au](mailto:hpc.enquiry@planning.nsw.gov.au)

### (4) Complying Development

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

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

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

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

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

<ul style="list-style-type: none"> <li>▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(d) &amp; 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.</li> </ul>	YES
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>).</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(e) &amp; 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code &amp; Low Rise Housing Diversity Code)</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.</li> </ul>	NO

### Housing Alterations Code

Complying development under the Housing Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

### **Subdivisions Code**

Complying development under the Subdivisions Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

### **Rural Housing Code**

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

### **General Development Code**

Complying development under the General Development Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

### **Demolition Code**

Complying development under the Demolition Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

### **(5) Exempt Development**

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

- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

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

### **All Exempt and Complying Development Codes**

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

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

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

- (2) In this clause:

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

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

**(7) Land reserved for acquisition**

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

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

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

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

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

**(9) Flood related development controls information.**

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

Property is within the flood planning area	<b>NO</b>
Property is outside the flood planning area	<b>YES</b>
Property is within a buffer zone	<b>NO</b>

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

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



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(3) In this section:

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

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

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

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

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

(11) Bush fire prone land

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

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

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

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

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

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

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

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

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

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

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

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

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.
- (2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).
- (4) In this section:

**former site compatibility certificate** means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

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

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

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**PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:**

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for*

any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

## **PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

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*PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.*

### **Contaminated Land Potential:**

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this section 10.7 certificate to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

### **Hazard Risk Restriction:**

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps.

Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

### **Construction Noise and View Loss Advice:**

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

### **Outstanding Notice & Order information**

In relation to this property, there is **not** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. In relation to this property, there is **not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. **Neighbourhood Parking Policy**

The City of Sydney co-ordinates a Resident Permit Parking Scheme and a Visitor Permit Parking scheme. This property may be restricted from participating in either scheme. Eligibility may change after the date of this certificate, as parking supply and other traffic demands change. For more information contact Council's call centre on 9265 9333.

## **Neighbourhood Parking Policy**

Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

---

## **ADVICE FROM OTHER BODIES**

### **Sydney Ports Corporation Advice**

Some land in the City of Sydney located in the vicinity of the White Bay, Glebe Island and Darling Harbour ports may be affected by noise from port operations.

---

*Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).*

*Planning certificate section 10.7 (2), local planning controls are available are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)*

**General Enquiries:  
Telephone: 02 9265 9333**

**Town Hall House**  
Level 2  
Town Hall House  
456 Kent Street  
Sydney  
8am – 6pm Monday - Friday

*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

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

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

End of Document

# Sewer Service Diagram

Application Number: 8003353517

## METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD DIAGRAM OF SANITARY DRAINAGE

H.S. 73C

Municipality of CITY OF SYDNEY

SEWER AVAILABLE

Diagram No. 180733

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

- SYMBOLS AND ABBREVIATIONS
- R.V. Reflux Valve
  - C.E. Cleaning Eye
  - V.P. Vertical Pipe
  - V.P. Vent. Pipe
  - S.V.P. Soil Vent. Pipe
  - D.C.C. Down Cast Cowl
  - I.P. Induct Pipe
  - M.F. Mica Flap
  - T. Tubs
  - K.S. Kitchen Sink
  - W.C. Water Closet
  - B.W. Bath Waste

- Diagram No. 180733  
**MUDGE E**
- Bsn. Basin
  - Shr. Shower
  - W.I.P. Wrought Iron Pipe
  - C.I.P. Cast Iron Pipe
  - F.W. Floor Waste

Existing drainage shown by black lines. Scale: 40 Feet to an Inch. New drainage shown by full blue lines.

This diagram is the property of the Proprietor and is to be returned to him on completion of the work.

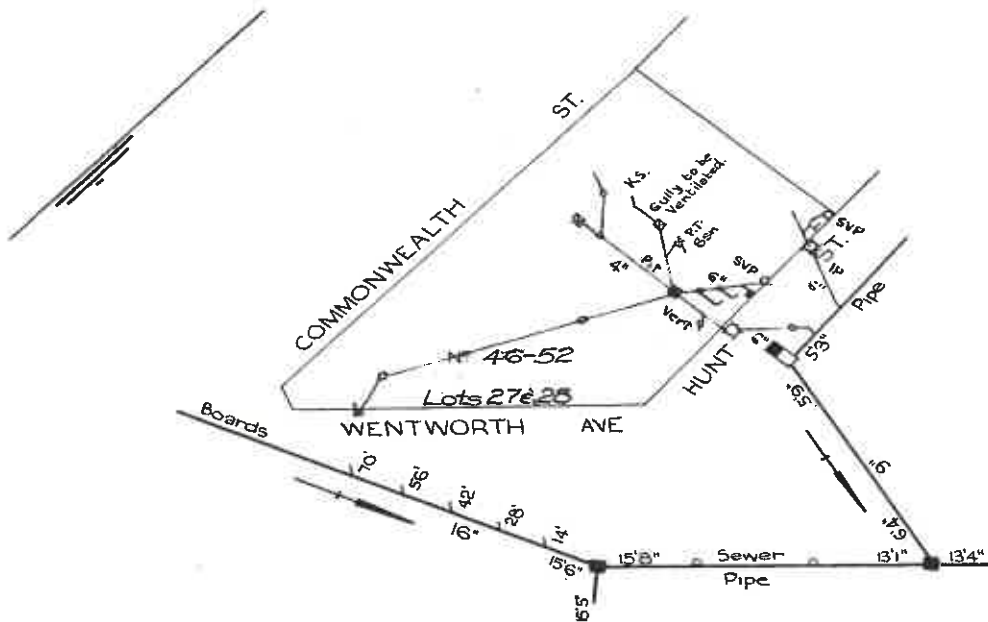
Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned.

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.~~

This work must be carried out in accordance with the Board's By-laws and Regulations.

~~As this pipes may be used in lieu of 6" dia. pipes as shown on this diagram if the proprietor desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and covers. For further information consult Board's Inspector.~~

This work will be tested from .....



~~946 364~~  
111 782

SHEET No 3827

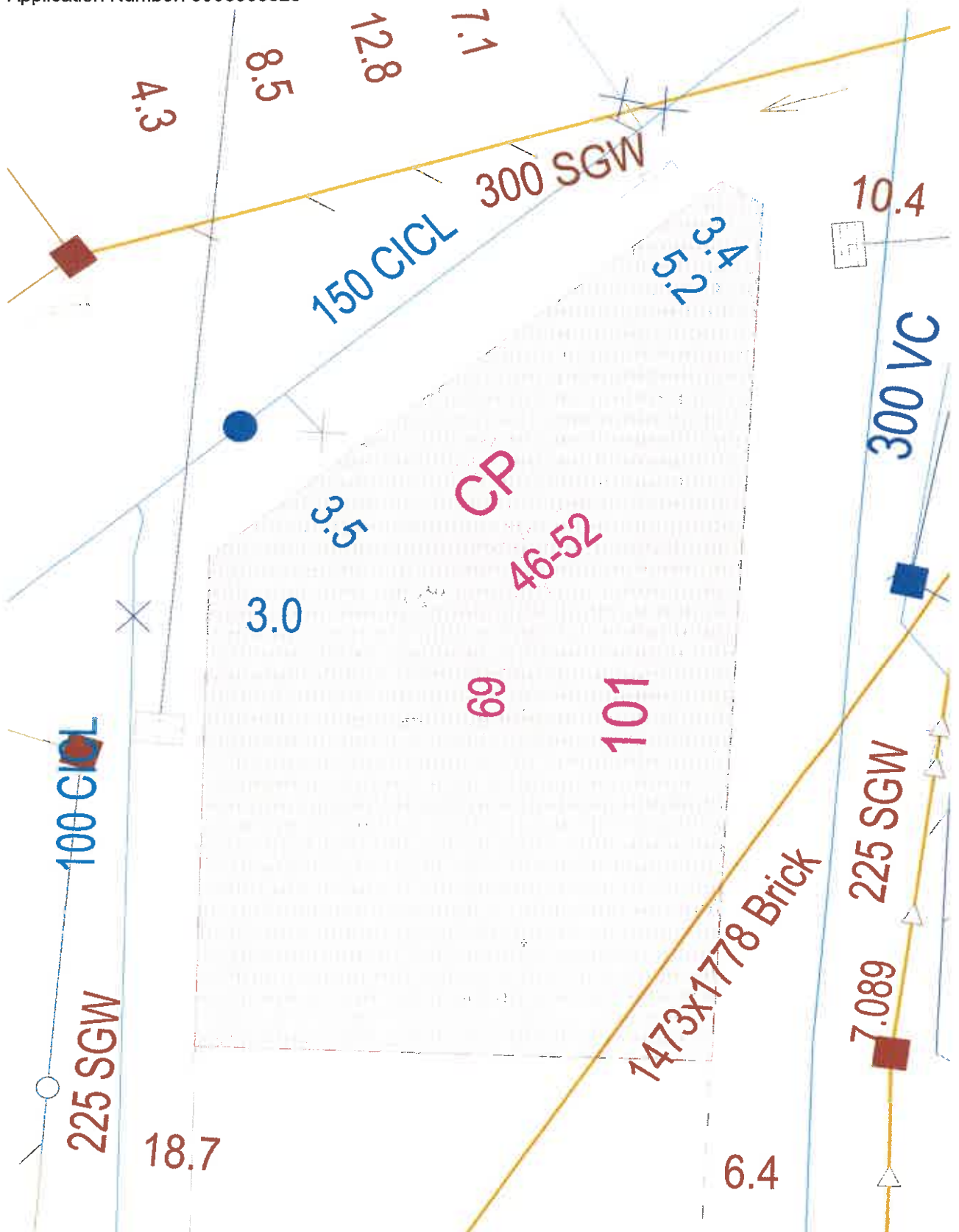
For Engineer-in-Chief

		OFFICE USE ONLY				
W.C.	Designed by	Date	Inspector	First Visit	Passed	Date
B.W.	Inspector	/ /	This helio must be returned as soon as possible or NOT LATER THAN	Inspector		
Shr.						
Bsn	Chief Inspector	/ /	Checked with Design and Diagram	Chief Inspector		
K.S.						
T.						
Plg.						
Dge.Int.						
Dge.Ext.						
DESIGN				SUPERVISION		

**Disclaimer**

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

Service Location Print  
Application Number: 8003353528



Document generated at 01-05-2024 03:21:25 PM

**Disclaimer**

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

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)	225 PVC	Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to Invert)	1.7	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-f)	10.8		
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)	200 PVC
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as Indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

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



## Pipe Types

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

## Further Information

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

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

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



Revenue

Enquiry ID 4110267  
Agent ID 81429403  
Issue Date 01 May 2024  
Correspondence ID 1784835124  
Your reference Secarl Sale 4715

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
S94106/31	Unit 701, 46 WENTWORTH AVE SURRY HILLS 2010	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 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

**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](http://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](http://www.revenue.nsw.gov.au).



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://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.

**IMPORTANT INFORMATION**

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

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

This agreement is made on  /  /  at  Between

**Landlord**

*[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Landlord 1 Name: Secarl Family Trust A.B.N. (if applicable):

Landlord telephone number or other contact details: c/- Agent susiecarleton@mail.com

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

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

*[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Landlord 2 Name: A.B.N. (if applicable):

Landlord telephone number or other contact details: c/- Agent

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

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

*[Insert business address or residential address of landlord(s)]*

c/- GPO BOX 139

SYDNEY NSW 2001 2010

**Note.** These details must be provided for landlord(s) if there is no landlord's agent.

*[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]*

NIL

**Tenant** *[Insert name of tenant(s) and contact details]*

Tenant 1 Name Peter James Timmins

Phone

Email

Tenant 2 Name Ellen Timmins

Phone

Email

Tenant 3 Name


Phone


Email

Tenant 4 Name

Phone

Email

Initialed by:  
  
 DE6A5A3669ED

Initialed by:  
  
 19D3B5CFFA2C

**Property Address:**

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WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright

**Landlord's agent details** *[Insert name of landlord's agent (if any) and contact details]*Licensee **Keystone Property Management Pty Ltd**Trading as **Village Property Estate Agents**A.B.N. **92 118 879 968**Address **Suite 701/70 Pitt Street**

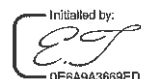
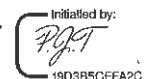
Sydney, NSW

Postcode **2000**Phone **1300 624 400**Fax **02 8259 8088**

Mobile

Email **info@villageproperty.com.au****Tenant's agent details** *[Insert name of tenant's agent (if any) and contact details]*Name/s **NIL**A.B.N. **NIL**Address **NIL**Postcode **NIL**Phone **NIL**Fax **NIL**Mobile **NIL**Email **NIL****Term of agreement**

The term of this agreement is:

 6 months 12 months 2 years 3 years 5 years Other (please specify): Periodic (no end date)starting on  and ending on  *[Cross out if not applicable]***Note.** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*.**Residential Premises**The residential premises are *[Insert address]*Address **701/46-52 Wentworth Avenue**Suburb **Surry Hills**State **NSW**Postcode **2010**The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*The residential premises **do not include:** *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*
 Initialed by:  0E6A9A3669ED  
 Initialed by:  19D3B5CFFA2C
**Property Address:**

**Rent**

The rent is \$ 6,648.21 per month payable in advance starting on 30 /09 /2023 .

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

The method by which the rent must be paid:

(a) to Village Property at Level 7, 701 Pitt St Sydney by ~~cash or Electronic Funds Transfer (EFT)~~, or

(b) into the following account, NIL or any other account nominated by the landlord:

BSB number: NIL Account number: NIL

Account name: NIL

Payment reference: 0047705439, or

(c) by BPAY® in accordance with the biller code and reference number below or as otherwise provided to the tenant for that purpose:

BPAY® Biller Code: Reference Number:

(d) as follows: Direct Debit or BPAY: Biller Code: 4481 Reference: See Above Payment Reference

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

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

A rental bond of \$6,000.00 LODGED must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

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

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

**IMPORTANT INFORMATION**

**Maximum number of occupants**

No more than 2 persons may ordinarily live in the premises at any one time.

**Urgent repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs: Avtec Electrical - Callum / Andrew Telephone: 0410 897 914 / 0407 954 351

Plumbing repairs: Sydney Plumbing Estab - Tyler 8488 0499 or Credence Plumbing - Cooper Telephone: 0401 885 622

Other repairs: Martin Place Locksmiths - Joe Telephone: 0404 460 944

Refer to your building manager

**Water usage**



Will the tenant be required to pay separately for water usage?  Yes  No If yes, see clauses 12 and 13.

**Utilities**

Is electricity supplied to the premises from an embedded network?  Yes  No

Is gas supplied to the premises from an embedded network?  Yes  No

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

Initialed by:  0E8A9A3669ED  
 Initialed by:  19D3S5CFFA2C

**Property Address:** 701/46-52 Wentworth Avenue, Surry Hills, NSW, 2010

**Smoke alarms**

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

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

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

9v

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

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

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?  Yes  No

**Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No If yes, see clauses 38 and 39.

**Giving notices and other documents electronically [optional] [Cross out if not applicable]**

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

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

**Landlord**

Does the landlord give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

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

info@villageproperty.com.au

**Tenant**

Does the tenant give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

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



ptimmins89@googlemail.com & ellentimmins22@gmail.com

**Condition report**

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

**Tenancy laws**

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

Initialed by:  Initialed by:   
 0E6A9A3889ED 19D3B5CFFA2C

**Property Address:** 701/46-52 Wentworth Avenue, Surry Hills, NSW, 2010

**RIGHT TO OCCUPY THE PREMISES**

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

**COPY OF AGREEMENT**

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

**RENT**

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

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

**RENT INCREASES**

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

**RENT REDUCTIONS**

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

**PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

10. **The landlord agrees** to pay:
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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**10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

**11. The tenant agrees to pay:**

**11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

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

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

**11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

**11.4** all charges for pumping out a septic system used for the residential premises, and

**11.5** any excess garbage charges relating to the tenant's use of the residential premises, and

**11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

**11.6.1** are separately metered, or

**11.6.2** are not connected to a water supply service and water is delivered by vehicle.

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

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

**12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

**12.2** the landlord gives the tenant at least 21 days to pay the charges, and

**12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

**12.4** the residential premises have the following water efficiency measures:

**12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

**12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

**12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,

**12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

**POSSESSION OF THE PREMISES**

**14. The landlord agrees:**

**14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

**14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

**TENANT'S RIGHT TO QUIET ENJOYMENT**

**15. The landlord agrees:**

**15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

**15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

**15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

**USE OF THE PREMISES BY TENANT**

**16. The tenant agrees:**

**16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

**16.2** not to cause or permit a nuisance, and

**16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

**16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and

**16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**17. The tenant agrees:**

**17.1** to keep the residential premises reasonably clean, and

**17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and

**17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

**17.4** that it is the tenant's responsibility to replace light globes on the residential premises.


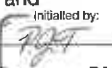
**18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:**

**18.1** to remove all the tenant's goods from the residential premises, and

**18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

**18.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

**18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

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

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

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES****19. The landlord agrees:**

- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and
- Note 1.** Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:
- are structurally sound, and
  - have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
  - have adequate ventilation, and
  - are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
  - have adequate plumbing and drainage, and
  - are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
  - contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

- are in a reasonable state of repair, and
  - with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
  - with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
  - are not liable to collapse because they are rotted or otherwise defective.
- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

**URGENT REPAIRS**

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

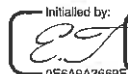

- the damage was not caused as a result of a breach of this agreement by the tenant, and
- the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- the tenant gives the landlord a reasonable opportunity to make the repairs, and
- the tenant makes a reasonable attempt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

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

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

**SALE OF THE PREMISES****21. The landlord agrees:**

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

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21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

23. **The landlord and the tenant agree:**

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

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

#### LANDLORD'S ACCESS TO THE PREMISES

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

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

#### FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.


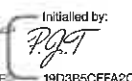
31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

#### LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

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

**33. The tenant agrees:**

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

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

**TRANSFER OF TENANCY OR SUB-LETTING BY TENANT****35. The landlord and the tenant agree that:**

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

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

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

**CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT****37. The landlord agrees:**

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

**COPY OF CERTAIN BY-LAWS TO BE PROVIDED**

*[Cross out if not applicable]*

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

**MITIGATION OF LOSS**

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

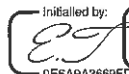

**RENTAL BOND**

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

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

**SMOKE ALARMS****42. The landlord agrees to:**

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and

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**42.6** repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

**42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

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

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

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

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

**43. The tenant agrees:**

**43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

**43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

**43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019*.

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

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

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

**SWIMMING POOLS**

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

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

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

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

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

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

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

**LOOSE-FILL ASBESTOS INSULATION**

**47. The landlord agrees:**

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

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

**COMBUSTIBLE CLADDING**

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

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

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

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

**SIGNIFICANT HEALTH OR SAFETY RISKS**

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

**ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

**50. The landlord and the tenant agree:**

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

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

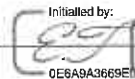

**50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

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

**BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS**

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

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

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- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

**ADDITIONAL TERMS**

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

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

**ADDITIONAL TERM - PETS**

[Cross out this clause if not applicable]

- ~~**53. The landlord agrees** that the tenant may keep the following animal on the residential premises (specify the breed, size etc):~~


- ~~**54. The tenant agrees:**~~

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

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

**ADDITIONAL TERM - PETS NOT PERMITTED**

[Cross out this clause if not applicable]

- 56.** Except to the extent that another term of this agreement expressly permits the tenant to do so, the tenant must not keep, or permit to be kept, any animals on the residential premises.

**ADDITIONAL TERM - MATERIAL FACTS**

[Cross out this clause if not applicable]

- 57.** The landlord advises the tenant of the existence of the following material fact(s) (as prescribed by the *Residential Tenancies Regulation 2019* (NSW)) in relation to the premises:


**ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT**

- 58. The landlord and tenant:**

- 58.1** agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated 30 / 09 / 2022 (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,



- 58.2** acknowledge that the tenant's responses in that condition report form part of this agreement, and

- 58.3** agree that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

**ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES**

- 59.** Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:

- 59.1** to use the residential premises for residential purposes only;
- 59.2** not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 59.3** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 59.4** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 59.5** to wrap up and place garbage in a suitable container;
- 59.6** to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 59.7** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 59.8** to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 59.9** to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

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- 59.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 59.11** to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 59.12** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 59.13** not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 59.14** to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

**ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES****60. The tenant agrees:**

- 60.1** to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and
- 60.2** the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

**ADDITIONAL TERM - RENT AND RENTAL BOND****61. The tenant agrees:**

- 61.1** to pay the rent on or before the day which the term of this agreement begins; and
- 61.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

**ADDITIONAL TERM - OCCUPANTS****63. The tenant agrees:**

- 63.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 63.2** to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

**ADDITIONAL TERM - TERMINATION**

- 64. The tenant acknowledges** that a notice of termination does not by itself end the tenant's obligations under this agreement.

**65. The tenant agrees:**

- 65.1** upon termination of this agreement, to:
- promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
  - promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - comply with its obligations in clause 18 of this agreement; and
- 65.2** that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.
- 66.** Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.
- 67. The landlord and the tenant agree that:**
- 67.1** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 67.2** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS****68. The tenant acknowledges and agrees:**

- 68.1** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 68.2** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 68.3** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 68.4** that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

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**ADDITIONAL TERM - SWIMMING POOLS**

*(This clause does not apply when there is no pool on the residential premises)*

~~60. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

- ~~60.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~
- ~~60.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~
- ~~60.3 to keep the water level above the filter inlet at all times;~~
- ~~60.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool, equipment, safety gate, access door, fence or barrier;~~
- ~~60.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~
- ~~60.6 to ensure that the pool safety gate or access door is self-closing at all times.~~

**ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM (for a fixed term of less than 2 years):**

70. By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

70.1 the rent will be increased to

\$NIL	per	NIL
NIL	on	-- / -- / -- ; and
to \$NIL	per	NIL
NIL	on	-- / -- / -- ; or

70.2 the rent increase can be calculated by the following method (set out details):


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

**Note:** Generally, the rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. This extends to an increase in the rent payable under a residential tenancy agreement on renewal of the agreement as if the increase were an increase during the term of the agreement.

**ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM (for a fixed term of 2 years or more):**

71. By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

71.1 the rent will be increased to

\$	per	
	on	/ / ; and
to \$	per	
	on	/ / ; or

71.2 the rent increase can be calculated by the following method (set out details):


**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

**ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT**

72. For avoidance of doubt:

- 72.1 a condition report which accompanies this agreement, forms part of this agreement; and
- 72.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report.

73. Clause 72.2 does not apply:

- 73.1 to any matter that could not have reasonably been discovered on a reasonable inspection of the residential premises; or
- 73.2 to any statement in the condition report about which the tenant makes a written dissenting comment on the copy of the report completed by the tenant and retained by the landlord.

**ADDITIONAL TERM - ADDITIONAL TENANTS**

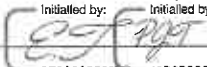
74. If an Additional Tenant Annexure is attached to this agreement:

- 74.1 that document forms part of this agreement; and
- 74.2 the tenant under this agreement includes each person named in that document as a Tenant.

**ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS**

75. The tenant agrees:

- 75.1 to reimburse the landlord, within 30 days of being requested to do so, for:
  - (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
  - (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
  - (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

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- 75.2** to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and
- 75.3** to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

**ADDITIONAL TERM - TENANCY DATABASES**

- 76. The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY**

*[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]*

- 77. The tenant agrees** that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.
- 78. The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

**ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT**

- 79. The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.
- 80. The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

**ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS**

- 81.** Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
- 82. The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

**ADDITIONAL TERM - PRIVACY POLICY**

- 83.** The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord. The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

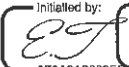

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

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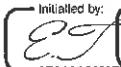

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box:  or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

**ADDITIONAL TERM - ACKNOWLEDGEMENTS****84. The landlord and tenant each acknowledge that:**

- 84.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 84.2** the additional terms and conditions may be included in this agreement only if:
  - (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
  - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 84.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.

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**SCHEDULE A****SPECIAL CONDITIONS - FLATS****Special Condition 1 - Vehicles**

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

**Special Condition 2 - Damage to lawns and plants on the common areas**

The tenant must not, except with the prior written approval of the landlord:

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

**Special Condition 3 - Obstruction of common areas**

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

**Special Condition 4 - Noise**

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 5 - Behaviour of tenants and invitees**

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
  - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
  - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

**Special Condition 6 - Children playing on common areas in building**

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

**Special Condition 7 - Smoke penetration**

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

**Special Condition 8 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

**Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials**

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Special Condition 10 - Appearance of flat**

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

**Special Condition 11 - Cleaning windows and doors**



- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

**Special Condition 12 - Hanging out of washing**

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

**Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
  - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
  - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
  - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
  - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

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- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins  
(applicable where bins are shared by flats)**

- (a) The tenant must:
- (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 15 - Change in use or occupation of flat to be notified**

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
- (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
  - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**Special Condition 16 - Compliance with planning and other requirements**

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

**NOTES.****1. Definitions**

In this agreement:

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

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

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

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

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

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

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

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

**2. Continuation of tenancy (if fixed term agreement)**

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

**3. Ending a fixed term agreement**

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

**4. Ending a periodic agreement**

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

**5. Other grounds for ending agreement**


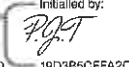
The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the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

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

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

**6. Warning**

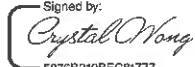
It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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 0E6A9A3889ED 19D3B5CFFA2C

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

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

**SIGNED BY THE LANDLORD /LANDLORD'S AGENT**

Signed by:  
  
 5876B219BEC81777

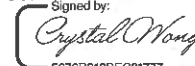
30/08/2023

(Signature of landlord /landlord's agent)

(Date)

**LANDLORD INFORMATION STATEMENT**

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

Signed by:  
  
 5876B219BEC81777

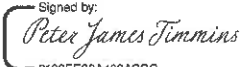
30/08/2023

(Signature of landlord /landlord's agent)

(Date)

**Note:** A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

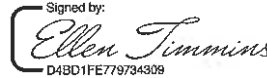
**SIGNED BY THE TENANT**

Signed by:  
  
 9182FE39A462ACCC

(Signature of tenant)

30/08/2023

(Date)

Signed by:  
  
 D4BD1FE779734309

(Signature of tenant)

30/08/2023

(Date)

(Signature of tenant)

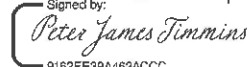
(Signature of tenant)

(Date)

(Date)

**TENANT INFORMATION STATEMENT**

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

Signed by:  
  
 9182FE39A462ACCC

(Signature of tenant)

30/08/2023

(Date)

Signed by:  
  
 D4BD1FE779734309

(Signature of tenant)

30/08/2023

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

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

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

## ANNEXURE

If applicable, include additional Terms and Conditions below

### SPECIAL CONDITIONS

1. The tenant agrees to transfer the electricity/gas accounts into their name upon commencement of the lease and disconnect the same when vacating.
2. The tenant agrees not to have repairs done without the agent's full permission, except in emergencies, listed in the Residential Tenancy Agreement. See Clause 20
3. The tenant agrees not to place any hooks, screws, nails or blu-tac on the walls or any fittings without our written consent.
4. The availability of telephone line; internet services; analogue, digital or cable television (& the adequacy of such services); are the sole responsibility of the tenant. Tenants should make their own enquiries as to the availability & adequacy of such services before accepting the tenancy of the property. The Owner does not warrant that any telephone plugs, antenna sockets or other such service points located in the property are serviceable, or will otherwise meet the requirements of the tenant. Tenant must reply upon their own enquiries.
5. Any initial connection cost to the property for internet/phone/TV is the tenant's responsibility to pay.
6. The tenant acknowledges & agrees that the Owner's insurance for the premises covers only the building plus any permanent fixtures/fittings; it does not cover tenant's possessions. It is recommend tenant take out their own contents insurance if this is of concern.
7. The tenant acknowledges & agrees that there is no smoking permitted at the property.
8. The tenant agrees to make all reasonable steps to accommodate access for Routine Inspections & Open Homes, when the property is re-leased.
9. The tenant agrees to update the agent of any change of occupancy in the property or change of contact details of occupants within 14 days.
10. The tenant agrees to regularly ventilate the premises, in particular the bathroom & laundry to prevent mould. If mould appears, it is the tenants responsibility to clean, remove and re-paint if necessary.
11. The tenant agrees to keep the open drains clear of debris & further agrees not to dispose of any foreign substances, fats or oils down the sinks, drains & toilet. Blocked drains due to foreign objects or hair build-up will be tenants responsibility to cover the cost to rectify.
12. The tenant acknowledges & agrees all non-urgent repairs are to be submitted to the agent in writing (email). Repairs will be carried out during business hours, unless agreed at time of appointment with the tradesperson.
13. The tenant acknowledges & agrees not to place pot plants on the flooring within the property. Any pot marks to the property, including the balcony, must be cleaned immediately to avoid further damage.
14. The tenant agrees when providing their notice to vacate the property; to contact the agent within 48 hours to confirm receipt.
15. All keys/remotes/swipes must be returned to our office on the date of vacate, otherwise rent will be calculated daily until returned to the office. Not returning all keys/remotes/swipe cards constitutes occupation of the premises.
16. The tenant will ensure the floorplan of the property is not altered, therefore ensuring in the event of a fire, the exit doors to the property can be safely & effectively used at all times.
17. The tenant must notify the agent as soon as they become aware the smoke alarm is not working.
18. The tenant agrees not to place any temporary pool or spa to the property.
19. The tenant agrees that sub-letting the property completely, including Airbnb or other similar facilities is strictly prohibited throughout the duration of the tenancy.
20. The tenant acknowledges the Owner may put the property on the market for sale during the fixed term period.
21. The tenant agrees, unless the Residential Tenancy Agreement states otherwise, & consent has been provided by the owner, no pets are kept on the premises. See Clause 53.
22. The tenant agrees any additional keys to the building are available at their own expense & the owners is only required to provide keys for the listed tenants on the lease, irrespective of occupants.
23. In the event of any tenants payments being dishonoured or declined, the tenant will be charged a fee of \$33.00.

ANNEXURE

# Tenant information statement

## What you must know before you start renting

### Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

#### The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

#### When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

#### What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.



Penalties apply to landlords or agents if any of the above is not done.

### **What you must be given before you sign an agreement**

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

### **What you must be given at the time you sign an agreement**

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

### **Before or at the start of the tenancy**

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

### **The property must be fit to live in**

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

### **Residential tenancy agreement**

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

### **Condition report**

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

### **Rent, receipts and records**

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

### **Rental bonds**

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

### Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

### Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

## During the tenancy

### Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

### Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

### Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

### Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

### Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

### How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

### Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

## Ending the tenancy

### Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

### Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

### Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

## Checklist

You should only sign the agreement when you can answer **Yes** to the following.

### The tenancy agreement

- I have read the agreement and asked questions if there were things I did not understand.
- I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- I understand that any additional terms to the agreement can be negotiated before I sign.
- I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

### Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- I have made sure these have already been done or
- I have an undertaking in writing (before signing the agreement) that they will be done.

## Upfront costs

- I am **not** required to pay:
  - more than 2 weeks rent in advance
  - more than 4 weeks rent as a rental bond.
- I am **not** being charged for:
  - the cost of preparing the tenancy agreement
  - the initial supply of keys and other opening devices to each tenant named in the agreement
  - being allowed to keep a pet on the property.

## Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

## More information

Visit the [Fair Trading website](https://www.fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at [tenants.org.au](https://www.tenants.org.au)

**[fairtrading.nsw.gov.au](https://www.fairtrading.nsw.gov.au)      13 32 20**

Language assistance 13 14 50

*(ask for an interpreter in your language)*

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