

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Sydney Links Real Estate 194-196 Victoria Street, Potts Point, NSW 2011	Phone: 8302 3000 Fax: 8302 3019 Ref: Simon Hohen
co-agent		
vendor	Jonathon Christopher Tyree 70 Warraba Road, Narrabeen, NSW 2101	
vendor's solicitor	Sydney Property Conveyancing Suite 701, 161 Walker Street , North Sydney NSW 2060 PO Box 6312, NORTH SYDNEY NSW 2059	Phone: 02 8920 0200 Fax: 02 8920 0233 Ref: LG:19042 E:jeanette@sydneypropertyconveyancing.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 30/14-16 Ward Avenue, Rushcutters Bay, New South Wales 2011 Registered Plan: Lot 30 Plan SP 49757 Folio Identifier 30/SP49757	(clause 15)

improvements ☐ VACANT POSSESSION ☒ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space

☐ none ☐ other:

attached copies ☒ documents in the List of Documents as marked or as numbered: X

☐ 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 ☒ blinds ☐ dishwasher ☐ light fittings ☒ stove

☒ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment

☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna

☐ curtains ☒ other: Refer to Inventory List attached hereto as "Annexure A"

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$ (10% of the price, unless otherwise stated)

balance \$

contract date (if not stated, the date this contract was made)

buyer's agent

vendor purchaser	GST AMOUNT (optional) The price includes GST of: \$	witness witness
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☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO☐ yes**Proposed electronic transaction** (clause 30)☐ no☐ YES**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☒ NO☐ yes

GST: Taxable supply

☒ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *RW payment*
(residential withholding payment)☒ NO☐ yes (if yes, vendor must provide
further details)If the further details below are not fully completed at the
contract date, the vendor must provide all these details in a
separate notice within 14 days of the contract date.***RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW 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

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

Strata Choice

Locked Bag 1919, ST LEONARDS NSW 1590 Phone: 02 8424 9718

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **30/14-16 Ward Avenue, Rushcutters Bay**, from **Jonathon Christopher Tyree** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Jonathon Christopher Tyree** and am not employed in the legal practice of a solicitor acting for **Jonathon Christopher Tyree** nor am I a member or employee of a firm of which a solicitor acting for **Jonathon Christopher Tyree** is a member or employee; and
4. I have explained to _____ :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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.

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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 *serving* 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 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

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* 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 purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 *serving* 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 4.3);

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; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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 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 *serving* 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 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 –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<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>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<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 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>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –

31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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SPECIAL CONDITIONS

Conditions of sale of land by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
-

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- 3.** The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

SPECIAL CONDITIONS

The Contract is amended as follows:

32. Amendments to printed provisions

- (a) **Clause 7.1.1** of the Contract is varied by deletion of "5%" and by the insertion of "1%";
- (b) **Clause 14.4.2** is amended by deleting the whole sub-clause;
- (c) **Clause 16.5** is amended by deleting the words "plus another 20% of that fee";
- (d) **Clause 16.12** is amended by inserting after the word "fee" the words "if the completion address is outside the City of Sydney CBD".

33. Entitlement to interest earned on the deposit

The interest which is earned on the deposit after deduction of all proper government taxes or financial institution charges or other charges must be paid as follows:

- (a) to the Vendor and Purchaser equally if this Contract is completed;
- (b) to the Purchaser if this Contract is rescinded;
- (c) to the Vendor if this Contract is terminated, because of the Purchaser's default; and
- (d) to the Purchaser if this Contract is terminated, because of the Vendor's default.

34. Notice to complete

- (a) If a party is unable or unwilling to complete by the Completion Date, ("**First Party**"), the other party ("**Second Party**") is entitled at any time after the Completion Date to serve a Notice to Complete making the time fixed for completion an essential term of this Contract.
- (b) A Notice to Complete will give not less than 14 days' notice commencing on the day immediately following the day on which the Notice to Complete is served.
- (c) A Notice to Complete of such duration is agreed by the parties to be reasonable and sufficient to render the time for completion an essential term of this Contract. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice and re-issue another at any time.
- (d) The Purchaser will pay to the Vendor on settlement the cost of any valid Notice to Complete served on the Purchaser assessed and agreed at the sum of \$245.00 plus GST and payment of that amount is an essential term of the Contract. This clause also applies to the benefit of the Purchaser.

35. Purchaser's failure to complete on time

- (a) If the Purchaser does not complete this Contract by the Completion Date and the Vendor is not at fault, then:
 - (i) the Purchaser must pay to the Vendor on completion, in addition to the balance purchase money, interest at the rate of 8% per annum on the balance purchase money;
 - (ii) interest will be computed at a daily rate from the day immediately after the Completion Date to the day on which this Contract is completed; and
 - (iii) it is agreed that the amount payable under (i) is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings and other expenses incurred by the Vendor as a result of the Purchaser's failure to complete by the Completion Date.
- (b) It is also agreed that clause (a) is an essential term of this Contract.

36. Delayed Settlement

In the event settlement does not take place at the scheduled place at the scheduled time, or does not take place at a re-arranged time on that day, due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$142.00 plus GST on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

37. Agent

- (a) The Purchaser warrants that it has not been introduced to the Property by any real estate agent or other person other than the Vendor's agent named on page 1 of this Contract.
- (b) The Purchaser indemnifies the Vendor in respect of any actions, proceedings or claims brought against the Vendor due to any breach by the Purchaser of the warranty in clause (a).
- (c) The Purchaser's obligation to indemnify the Vendor under this clause will not merge on completion of this Contract.

38. Service

A document served by facsimile shall be taken to have been received when the transmission has been completed except where:

- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission; or
- (b) the time of dispatch is after 5.00 pm on a business day in which case the notice shall be taken to have been received at 9.00 am on the next business day.

39. Requisitions on Title

Notwithstanding anything to the contrary contained in this Contract or implied at common law, the Purchaser acknowledges that the requisitions and replies must be in the form attached to the Contract and are deemed to have been served at the date of the Contract.

40. Condition of Property - no warranty by Vendor - acceptance by Purchaser

Subject to Section 52A of the Conveyancing Act, 1919 and the Regulations under that Act:

- (a) the Purchaser acknowledges that the inclusions and any improvements erected on the Property (and any common Property if applicable) are being sold in their present state of repair, condition, including any defects, latent or patent, or encroachments;
- (b) the Purchaser further acknowledges that the Purchaser buys the Property relying on the Purchaser's own inspection, knowledge and enquiries and that the Purchaser does not rely on any warranties or representation made to the Purchaser by or on behalf of the Vendor; and
- (c) the Purchaser cannot rescind, make any objection, requisition or claim upon the Vendor or request the Vendor to effect any work, repair or treatment or delay completion of this Contract on account of any want of repair or dilapidation or infestation to the inclusions, the improvements on the Property or any encroachments by or upon the land.

41. Sewer Service Diagram and/or Sewer Reference Sheet

By entering into this Contract the Purchaser acknowledges the contents of the Sewer Service Diagram and/or Sewer Reference Sheet issued by the relevant authority. The Vendor does not warrant that the Sewer Service Diagram and/or Sewer Reference Sheet are up to date. The Purchaser shall not make any objection, requisition or claim for compensation and shall not be entitled to rescind and/or terminate this Contract with respect to any matters disclosed in or arising out of the Sewer Service Diagram or Sewer Reference Sheet.

42. Death or Incapacity

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

- (a) either party, or if more than one, any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, then either party may rescind this contract by notice in writing

forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply; or

- (b) the Purchaser be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for winding up presented or enter into any scheme of arrangement with its creditors under the Corporations Act, or if a manager is appointed then the Purchaser shall be deemed to be in default hereunder and the Vendor may terminate this contract in accordance with the provisions of clause 9 hereof.

43. Guarantee

- 43.1 This clause applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- 43.2 The word Guarantor means _____ and _____ who are directors of the Purchaser.
- 43.3 In consideration of the Vendor entering to this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor:
 - (a) payment of all money payable by the purchase under this Contract; and
 - (b) the performance of all of the Purchaser's other obligations under this Contract.
- 43.4 The Guarantor:
 - (a) 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
 - (b) must pay on demand any money due to the Vendor under this indemnity.
- 43.5 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:
 - (a) the performance by the Purchaser of its obligations under this Contract; and
 - (b) 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.
- 43.6 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.
- 43.7 If the Vendor assigns the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- 43.8 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (d) 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;
 - (e) payment to the Vendor, including payment which at or after payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up of the Purchaser.

This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.

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

.....
Signature of Witness

.....
Print Name of Witness

SIGNED, SEALED & DELIVERED by
In the presence of :

)

)

.....

Signature

.....
Signature of Witness

.....
Print Name of Witness

44. Release of Deposit

Notwithstanding anything hereinbefore contained, the Vendor and the Purchaser agree that the deposit paid under this Contract, or part of such deposit, is to be released for use by the Vendor as a deposit in the purchase of real estate in New South Wales, or for the payment of the stamp duty on that purchase. If released for the purpose of a deposit, the amount is to be placed with and held in trust by a Licensed Real Estate Agent, or the Vendor's solicitor appointed as a stakeholder in such purchase and shall not be released further without written consent of the Purchaser named in this Contract. The parties further agree that upon receipt of a request in writing from the Vendor or the Vendor's conveyancer, the stakeholder in this Contract shall release the deposit or part thereof to the Vendor for the aforesaid purposes by:

- (a) a cheque in favour of the stakeholder named in the Contract for the Property being purchased by the Vendor; and/or
- (b) bank cheque in favour of the Revenue NSW.

Such request shall be accompanied by a copy of the front page of the Contract for the Vendor's purchase.

45. Subject to existing tenancies

- (a) For the purpose of this Contract "existing tenancies" includes all licenses, leases, and all agreements for licenses or lease, in respect of the property entered into before the date of this Contract.
- (b) The property is sold subject to the existing tenancies, the benefit of which the Vendor will give to the Purchaser on completion of this Contract.
- (c) Annexed to this Contract is a copy of the Residential Tenancy Agreement creating the Existing Tenancy as at the date of this Contract.
- (d) The Purchaser agrees with the Vendor that it will on completion take title to the property subject to the leases. The Purchaser acknowledges that it has satisfied itself in respect of the existing tenancies and will not delay completion nor make any objection, requisition or claim for compensation or any claim to

terminate or rescind, in respect of the existing tenancies and/or the Leases. The Purchaser will assume without inquiry or objection that all covenants in the Leases have been observed and that any breach has been waived.

- (e) The Vendor does not warrant that the existing tenancies or any of them will be in force at the date of completion. The Purchaser must not make a claim or requisition or terminate or rescind if before the completion of the Contract a tenant vacates the premises occupied by them at the date of this Contract:
- (i) on expiry of their lease;
 - (ii) following lawful termination of the lease by the tenant or by the Vendor with the Purchaser's consent;
 - (iii) by abandoning the premises in repudiation of their lease.

If part of the property is or becomes vacant after the date of this Contract, the Vendor may, but is not obliged to, secure tenants at rentals at rentals and on conditions which are acceptable to the Purchaser before the execution of a lease.

46. List of Inventory attached to the Residential Tenancy Agreement

The Purchaser acknowledges that the list of furniture and other inclusions attached to the "Residential Tenancy Agreement" attached to the contract as "Annexure A" may not reflect all the items that are currently in the property. The Purchaser shall rely on their own inspection and shall not make any requisitions, claim for compensation, delay completion in respect of any items that are no longer in the property or conditions of such items.

Annexure A

INVENTORY LIST

ADDRESS: 30/16 Ward Avenue							Signature:	Date:
								04.05.17
ENTRANCE:							DETAILS	BRAND
Painting	✓	✓	✓	✓	✓	✓	1 Orange	
Door stopper	✓	✓	✓	✓	✓	✓	1	
BEDROOM:							DETAILS	BRAND
Queen Bed	✓	✓	✓	✓	✓	✓	1	
Pillows	✓	✓	✓	✓	✓	✓	6	
Pillow cover & doona cover	✓	✓	✓	✓	✓	✓	5	
Doona	✓	✓	✓	✓	✓	✓	2	
Wood Stool	✓	✓	✓	✓	✓	✓	1	
Artificial Pot	✓	✓	✓	✓	✓	✓	1	
Table Lamp	✓	✓	✓	✓	✓	✓	1	
Attached Wardrobe	✓	✓	✓	✓	✓	✓	1	White
Heater	✓	✓	✓	✓	✓	✓	1	De Larchi
Hair Dryer	✓	✓	✓	✓	✓	✓	1	Philips
LOUNGE:							DETAILS	BRAND
Long Wall Mirror	✓	✓	✓	✓	✓	✓	1	
Arm Chair Single Sofa	✓	✓	✓	✓	✓	✓	2	Yellow
Artificial Pot	✓	✓	✓	✓	✓	✓	3	
Wooden Coffee Table	✓	✓	✓	✓	✓	✓	1	4 Drawers
Black Wooden Table	✓	✓	✓	✓	✓	✓	1	Half Folded
TV	✓	✓	✓	✓	✓	✓	1	Remote
Fan	✓	✓	✓	✓	✓	✓	1	Soniq
Extension Cord	✓	✓	✓	✓	✓	✓	1	Homemaker
Internet Modem	✓	✓	✓	✓	✓	✓	1	White
Wall Clock	✓	✓	✓	✓	✓	✓	1	Huzwei
Wooden TV Table	✓	✓	✓	✓	✓	✓	1	Black
							2 Drawers	Quartz

ADDRESS: 30/16 Ward Avenue							Signature:	Date:
	Clean	Undamaged	Working	Tenant Agrees	End of tenancy			04.05.17
					YES/NO	QUANTITY	DETAILS	BRAND
KITCHEN:								
Appliance								
Dishwasher	✓	✓	✓		✓	1		De Longhi
Kettle	✓	✓	✓		✓	1		Sunbeam
Microwave	✓	✓	✓		✓	1		Electrolux
Electric Stove	✓	✓	✓		✓	1		Kambrook, Tempo
Refrigerator	✓	✓	✓		✓	1		Beko
Toaster	✓	✓	✓		✓	2		Kambrook, Tempo
Juicer	✓	✓	✓		✓	1		Sunbeam
Intercom	✓	✓	✓		✓	1		
Iron Board	✓	✓	✓		✓	1		
Iron	✓	✓	✓		✓	1		Krambrook
Mixer	✓	✓	✓		✓	1		Sunbeam
Small Printing	✓	✓	✓		✓	3	Black	
Rubbish Box	✓	✓	✓		✓	1		Willow
Broom	✓	✓	✓		✓	1		
Drying Hanger	✓	✓	✓		✓	1		
Cutleries								
Pot	✓	✓	✓		✓	2	with Lid	Benzer
Frying Pan	✓	✓	✓		✓	1		Benzer
Spoons	✓	✓	✓		✓	4		
Forks	✓	✓	✓		✓	4		
Entrée Knives	✓	✓	✓		✓	4		
Tea Spoons	✓	✓	✓		✓	3		
Stainless Steel Knife	✓	✓	✓		✓	1		

INVENTORY LIST

ADDRESS: 30/16 Ward Avenue

ADDRESS: 30/16 Ward Avenue						Signature:	Date:
							04.05.17
Bottle Opener	✓	✓	✓	✓	✓	Black	
Spatula	✓	✓	✓	✓	✓	Black	
Grater	✓	✓	✓	✓	✓	Blue	
Side Plates	✓	✓	✓	✓	✓		
Bowls	✓	✓	✓	✓	✓		
Plates	✓	✓	✓	✓	✓		
Kitchen Towels	✓	✓	✓	✓	✓		
Table Math	✓	✓	✓	✓	✓	Mix Colour	
Glasses							
Waterglasses	✓	✓	✓	✓	✓		
Mugs Mix Colour	✓	✓	✓	✓	✓	Mix Colour	
BATHROOM:							BRAND
Body Scale	✓	✓	✓	✓	✓		
Toilet Paper Rail	✓	✓	✓	✓	✓		
Mop	✓	✓	✓	✓	✓		
Brush & Dustpan	✓	✓	✓	✓	✓	Blue	
Additional to check							BRAND
Are all lights working ?	✓	✓	✓	✓	✓		
TV/DVD/Video/Stereo/All remotes working?	✓	✓	✓	✓	✓		
If there is alarm clock, check that is working?	✓	✓	✓	✓	✓		

INVENTORY LIST

ADDRESS: 30/16 Ward Avenue						Signature:	Date:					
	Clean	✓	Undamaged	✓	Working	✓	Tenant Agrees	✓	End of tenancy			04.05.17
Instructions: microwave/oven, alarm, air/conditioning, TV/DVD												
Cleaning is done properly?												
NOTES												

REQUISITIONS ON TITLE

REQUISITIONS

REPLIES

1.	In these requisitions PROPERTY means land together with Improvements and Fixtures, LAND means land without Improvements and Fixtures, IMPROVEMENTS means Improvements and Fixtures	Noted.
2.	Is the Vendor(s) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?	No.
3.	Are there any pending/current litigation proceedings against the Vendor which might/will affect the Property?	No.
4.	Has the Vendor been served with any notice, order, or claim under any relevant family law legislation which may impact the sale?	No.
5.	Does the Vendor have any liability regarding fixtures and/or inclusions subject to credit contract, hire purchase agreement, bill of sale, charge, lease, lien or encumbrance?	No.
6.	The Vendor will ensure all mortgages, writs and caveats are removed from the title on or prior to completion.	Noted.
7.	Is the Vendor aware of any latent defects in title to the property?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
8.	Is the Vendor aware of any notice or communications under Section 124 of Local Government Act 1993 which is not disclosed in the contract?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
9.	Are there any outstanding notices issued under Section 121H of the EPAA 1979 and/or Section 735 Local Government Act 1993?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
10.	Is the Vendor aware of any restrictions on use of or development of the property by potential land slip, bush fire, flooding, tidal inundation, noise exposure or subsidence?	Vendor relies on contract.
11.	Under the Home Building Act 1989, is there a requirement by the Vendor to provide a certificate which is not included in contract?	No.
12.	Is the land affected by the Contaminated Land Management Act 1997? If so, have any order been served and complied with?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
13.	Is the Vendor aware of the following affecting part or whole of the property: (a) Any easement, licence, agreement or right in respect of utilities, pipes or services which benefit or affect the property?	Vendor relies on contract.
	(b) Any proposal for re-alignment or road widening adjacent to the property?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.

	(c) Any proposal or notice by any statutory or public authority for work to be carried out or monies to be paid on the property or adjacent to the land?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
	(d) Any claim or correspondence to close, obstruct or limit access to/from/over the land?	Not to the vendor's knowledge.
14.	If the sale is subject to existing tenancy, the Vendor will provide a copy of the current lease to the purchaser.	Noted.
15.	Is the Vendor aware of any proposed change to by-laws which are not disclosed in the contract?	Not to the vendor's knowledge.
16.	Are there any breaches of by-laws by Vendor or occupier of Lot?	Not to the vendor's knowledge.
17.	Is the Vendor aware of:	
	(a) Alteration of any lot/building on the land or change of any lot to common property?	Not to the vendor's knowledge.
	(b) Transfer, lease, resumption or change to common property?	Not to the vendor's knowledge.
	(c) Any order or application for variation of the current strata scheme?	Not to the vendor's knowledge.
18.	Is the Vendor aware of any work carried out or proposed to be carried out by the Owners Corporation to the common property or to the subject lot?	Not to the vendor's knowledge.
19.	Is the Vendor aware of any notice served by an authority or council requiring the lot owner to carry out work of the subject lot?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
20.	Is the Vendor aware of any insurance claim, covering the common property or subject lot, by the Owners Corporation or the Vendor?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
21.	Is the Vendor required to pay the Owners Corporation for any right of exclusive use for any part of the common property?	No.
22.	Full details of current insurance policy held by Owners Corporation are to be provided to purchaser before completion.	See section 184/26 certificate.
23.	Details of all strata levies are to be provided to Purchaser before completion.	See section 184/26 certificate.



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 30/SP49757

SEARCH DATE	TIME	EDITION NO	DATE
5/2/2019	10:24 AM	7	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 30 IN STRATA PLAN 49757
AT DARLINGHURST
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

JONATHON CHRISTOPHER TYREE (T AB428057)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP49757
- 2 AI396494 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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.

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Received: 05/02/2019 10:24:07

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP49757

SEARCH DATE	TIME	EDITION NO	DATE
5/2/2019	10:23 AM	5	25/1/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 49757
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DARLINGHURST
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP49757

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 49757
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA CHOICE
LOCKED BAG 1919
ST LEONARDS NSW 1590

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 214771 EASEMENT FOR EAVES AND GUTTERING AND DRAINAGE
AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN
IN THE PLAN ANNEXED TO TRANSFER NO. 214771
- 3 AN69206 CONSOLIDATION OF REGISTERED BY-LAWS
- 4 AN69206 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 49757

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 395	2	- 311	3	- 334	4	- 337
5	- 323	6	- 326	7	- 343	8	- 328
9	- 331	10	- 348	11	- 334	12	- 337
13	- 357	14	- 340	15	- 260	16	- 257
17	- 386	18	- 308	19	- 245	20	- 257
21	- 266	22	- 263	23	- 388	24	- 317
25	- 248	26	- 260	27	- 271	28	- 266
29	- 415	30	- 328	31	- 255	32	- 266

NOTATIONS

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP49757

PAGE 2

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

19042

PRINTED ON 5/2/2019

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

FORM 2

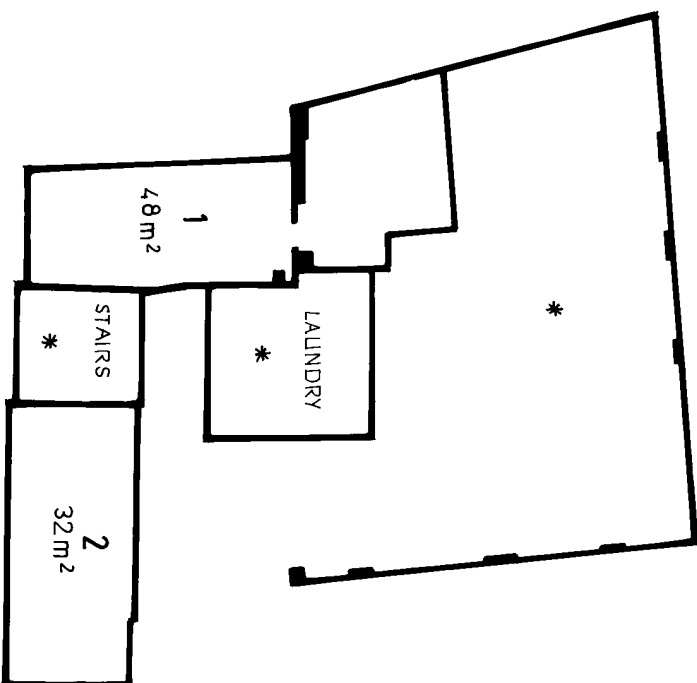
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 4 Sheets

STRATA PLAN 49757

SCHEDULE OF UNIT ENTITLEMENT	
LOT No:	UNIT ENTITLEMENT
1	395
2	311
3	334
4	337
5	323
6	326
7	343
8	328
9	331
10	348
11	334
12	337
13	357
14	340
15	260
16	257
17	386
18	308
19	245
20	257
21	266
22	263
23	388
24	317
25	248
26	260
27	271
28	266
29	415
30	328
31	255
32	266
AGGREGATE	10,000

LEVEL 1



* DENOTES COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 150

Lengths are in metres



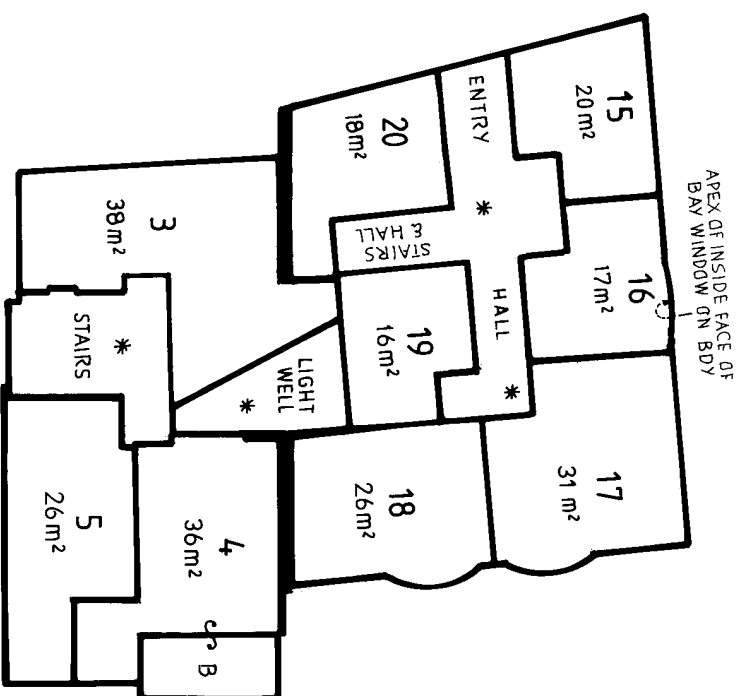
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

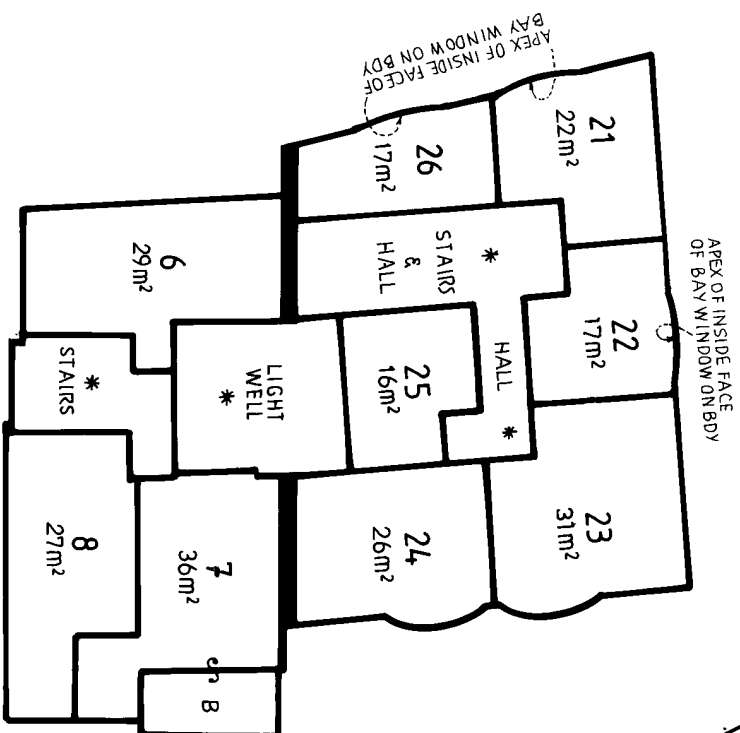
SURVEYOR'S REFERENCE: 37182

*OFFICE USE ONLY

LEVEL 2



LEVEL 3



AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONY WHERE SHOWN
* DENOTES COMMON PROPERTY
B DENOTES BALCONY (COVERED)

Reduction Ratio 1: 150

Lengths are in metres

~~Surveyor~~ Registered under Surveyors Act 1929

General Manager/Authorised Person

*OFFICE USE ONLY

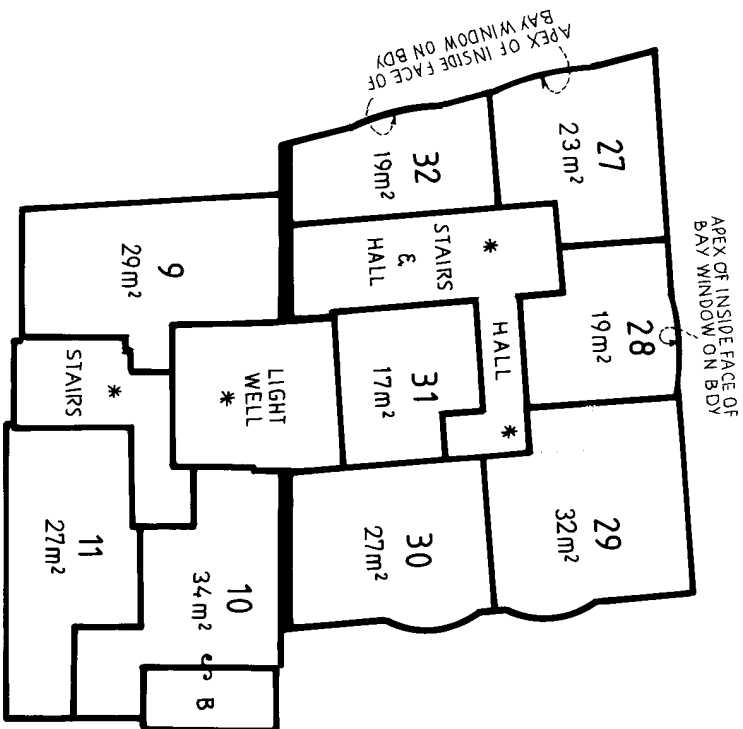
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

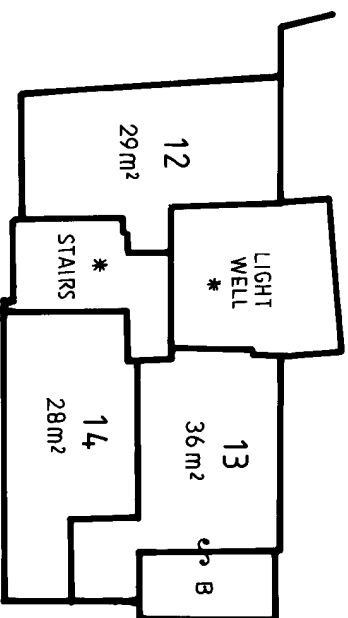
Sheet No. 4 of 4 Sheets

STRATA PLAN 49757

LEVEL 4



LEVEL 5



AREAS ARE APPROXIMATE ONLY &
INCLUDE BALCONY WHERE SHOWN.
* DENOTES COMMON PROPERTY
B DENOTES BALCONY (covered)

Reduction Ratio 1: 150

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 37182

New South Wales.

POST:-
Transfer.....
Endorsement.....
Certificate.....
Assurance.....

MEMORANDUM OF TRANSFER.

BY MORTGAGEE UNDER POWER OF SALE.

(26 Victoria No. 9. SECT. 56.)



26-7-93 214771

FEE SIMPLE.

The National Bank of Australasia in liquidation

being the Mortgagee under Memorandum of Mortgage No. 174916
dated 22nd December 1890, from *Samuel Davis and David Bell*

the registered proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of *Two thousand two hundred and fifty pounds* (£2250..0..0)

paid to me by the said Bank by *Donald McVicar of Sydney Esquire*

PLAN DEPICTED IN
PLAN ROOM AS F.P.
917103

the receipt whereof I hereby acknowledge, do hereby, in exercise of my power of sale as such Mortgagee, transfer to the said *Donald McVicar*

ALL the Estate and Interest of the said *Samuel Davis and David Bell*
as such registered proprietor, in ALL THAT piece of land containing

situate at *Darlinghurst* in the Parish of *Alexandria*—
County of *Cumberland*
being part of the land comprised in Certificate of Title

dated 13 November 1888 registered volume No. 902

folios 9 and 10 being the land shown on the sketch or plan hereto annexed and described as:— *All that piece or parcel of Land, containing by admeasurement fifteen perches or thereabouts situated at Darlinghurst in the Parish of Alexandria County of Cumberland and City of New South Wales, be the hereinafter several dimensions a little more or less conforming part of Two rods six and one quarter perches in Certificate of Title Volume 902 Folios 9 and 10. Commencing at the South Eastern side of Princes Road at a point bearing North ten degrees thirty minutes East, One hundred and forty one feet from the intersection of the aforesaid side of Princes Road with Baywater Road and bounded thence towards the North West by Princes Road aforesaid bearing North ten degrees thirty minutes East forty feet six inches thence towards the North East by a line passing along a wall and*

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

[Price, 6d.]

21491

And for the considerations aforesaid the said National Bank of Australasia Ltdth hereby grant unto the said Donald McTear and his Transferees full right and liberty to keep and maintain by the means of the existing building whether by different or similar means to those whereby the same at present exist coves with guttering or other means of drainage attached along over and above the ship of land adjoining the Northern boundary of the lands before referred to and intended to be hereby transferred and marked red on the said plan

Note: A Declaration of Default (by Mortgagee) up to date of Transfer must be furnished

Sydney
writ

I Thomas Alfred Edmunds of Sydney

do solemnly and sincerely declare

I am the accountant at Sydney of the
National Bank of Australasia Ltd and was formerly
Accountant of the National Bank of Australasia at
Sydney of record _____

Default has been made by the Mortgagees in
payment of the moneys secured by Memorandum
of Mortgage dated 22 December 1890 from
David Bell and Samuel Davis to the last named
Bank Registered No 174916 and such default still
continues _____

And I make this solemn declaration conscientiously believing the same to be true and by virtue of
the provisions of an Act of the Governor and Legislative Council of New South Wales made and passed
in the Ninth year of the Reign of Her present Majesty intituled "An Act for the more effectual abolition
of Oaths and Affirmations taken and made in various departments of the Government of New South
Wales and to substitute declarations in lieu thereof and for the suppression of voluntary and extra-
judicial Oaths and Affidavits."

Declared before me at Sydney
this 24th day of July
in the year of our Lord one thousand eight
hundred and ninety nine

Thomas Alfred Edmunds
John [Signature]

Solemn Declaration.

(Criminal Law Amendment Act of 1883, Section 295.)

I, *Thomas Alfred Edmeades*
of *60 Pitt Street Sydney Bank Accountant*
do hereby solemnly declare and affirm that

*I have not received any notice of the
revocation of a certain Deed Poll or Power of attorney
bearing date the twenty fourth day of June One thousand
eight hundred and ninety three under the Common
Seal of The National Bank of Australasia and under
the hand and seal of the Official Liquidator of the
said Bank whereby I was appointed the attorney
of the said Bank and of the said Official Liquidator*

And I make this solemn declaration as to the matters aforesaid according to the
law in this behalf made, and subject to the punishment by law provided for any
wilfully false statement in any such declaration.

SUBSCRIBED and declared at

Sydney this
twenty fifth day of
July 1893,

before me,

Thomas Alfred Edmeades
(Signature of Declarant.)

John B. I. P.
Attorney
at large for effects

2938

The
DATED *5 July 1898*

SOLEMN DECLARATION

OF

J. A. Couvades

John A. Couvades

G. F. Maxwell (Hayes Brothers), 45 & 47 Elizabeth Street, Sydney.

See note "n."

5315

J.P. Abbott
W. H. H. H.
W. H. H. H.
W. H. H. H.
W. H. H. H.
W. H. H. H.
W. H. H. H.
W. H. H. H.



Not mentioned at the
● summit of the
the new administration,
but there are three
parties.

2 Name of writer, school, and residence.

3 Name of Translator.

4 Name of Translators.

RECEIVED
PROPERTY, NORTON, P. 1975
1, P. 1975, 1975, 1975
1975, 1975, 1975

214 771

part of 2nd was $6\frac{1}{4}$ per
at Darlington

(Name)

(Address)

National Bk of Australasia Vendor.

Donard M. Mica, Purchaser.

Particulars entered in the Register Book, Vol. 902

Folio S 9410

Folio 5 9410
The 15th August 1893
at 3 o'clock in the
afternoon

Registrar General.



1106/151

26-8-93

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:

[illegible]

Form: 1SCH
Release: 2.0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN69206P

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

(A) **TORRENS TITLE**

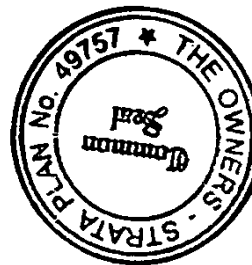
For the common property
CP/SP49757

(B) **LODGED BY**

Document Collection Box 6325L	Name, Address or DX, Telephone, and Customer Account Number if any Strata Associates Pty Ltd Locked Bag 1919 St Leonards NSW 1590 ph. 8424 9700 Reference: Account No. 132144K	CODE CH
---	---	-----------------------

- (C) The Owners-Strata Plan No. 49757 certify that a special resolution was passed on 14/12/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY LAW 4
Amended by-law No. NOT APPLICABLE
as fully set out below:

see attached Annexure



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 49757 was affixed on 19/1/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: Daniel Cockerall

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Plan 49757

ANNEXURE 'A'

By-Law 1 Noise

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

By-Law 2 Vehicles

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

By-Law 3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

By-Law 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

By-Law 5 Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
3. This by-law does not prevent an owner or person authorised by an owner from installing:
 - a. any locking or other safety device for protection of the owner's lot against intruders, or
 - b. any screen or other device to prevent entry of animals or insects on the lot, or
 - c. any structure or device to prevent harm to children.
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-Law 6 Behaviour of owners and occupiers

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



By-Law 7

Children playing on common property in building

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

By-Law 8

Behaviour of invitees

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

By-Law 9

Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-Law 10

Drying of laundry items

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

By-Law 11

Cleaning windows and doors

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

By-Law 12

Storage of inflammable liquids and other substances and materials

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

By-Law 13

Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-Law 14

Floor coverings

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

By-Law 15

Garbage disposal

An owner or occupier of a lot:

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

By-Law 16

Keeping of animals

1. Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

By-Law 17

Appearance of lot

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

By-Law 18

Notice-board

An owners corporation must cause a notice board to be affixed to some part of the common property.

By-Law 19

Change in use of lot to be notified

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

Special By-Law 1

Exclusive use- parking spaces

On the conditions set out below the proprietor from time to time of the respective lots referred to in the Schedule (the "Proprietor") shall have the right to the exclusive use and enjoyment of the respective car parking spaces so indicated in the Schedule with respect to each such lot (the "parking space") and as shown on the plans of common property of the Strata Plan discussed in Annexure "A" hereto.

The conditions referred to above are as follows:-

- i. The Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair, of the common property the subject of this by-law;
- ii. The proprietor shall indemnify and keep indemnified the Body Corporate against:-
 - a. any sum payable by the Body Corporate by way of any increased insurance premium as a direct or indirect result of the use of the parking space;
 - b. all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Body Corporate arising directly or indirectly from the use of the parking space; and
 - c. all costs including legal costs of or about the making of this by-law;
- iii. The parking space shall only be used for the parking of a motor vehicle or motor cycle;
- iv. No mechanical or other repairs shall be carried out upon the parking space; and
- v. The proprietor shall keep the parking space in a clean and tidy conditions.

The Schedule

Car Space A - Lot 3

B - Lot 16

C - Lot 10

D - Lot 12

E - Lot 9

Annexure below

Special By-Law 2

Exclusive Use- Lots 15-32: Hot water system

That the proprietors of Units 15-32 be granted the right of exclusive use of the gas hot water system comprised of the main heating units and storage tanks and immediate connections but excluding piping which is contained on common property ("the gas hot water system").

That the operating costs and costs of maintenance of the gas hot water system be met by the proprietors of units 15 to 32 according to their respective unit entitlements.

That the Body Corporate will continue to administer the maintenance and payment of the operating costs of the gas hot water system but will levy special contributions on proprietors of Units 15 to 32 in addition to the standard Administration Fund levies and Sinking Fund levies.

The the Body Corporate install a separate electric water heater of suitable size for laundry use and that the installation, maintenance and operating costs of this electric water heater be met by all members of the strata plan.

Special By-Law 3

Works- Air conditioning: Lot 1

1. Grant of Rights

1.1 Works

Subject to the Conditions the Owner may carry out and keep the Works.

1.2 Exclusive Use

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

1.3 Functions of the Owners Corporation

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this by-law.

1.4 Consent

On written demand of the Owner, the Owners Corporation must provide its consent as may be required by any Authority in connection with Building Works, without limitation including by affixing its seal by way of consent to any application to the relevant consent authority for development consent, a constructions certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2. Conditions

2.1 Ongoing maintenance and use

The Owner, at their own cost:

- a. is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Works and the Exclusive Use, and must do any Building Works necessary to effect the same;
- b. must renew and replace any fixtures or fittings comprised in the Works and the Exclusive Use Area, and must do any Building Works necessary to effect the same; and
- c. must ensure that the Works and the Exclusive Use Area are used in accordance with

and continue to comply with the requirements of this By-Law and any applicable law or Approval.

2.2 Costs of this by-law

The Owner must pay the Owners Corporation's reasonable costs in connection with the making and preparation of this by-law (including registration costs, legal costs and strata management costs)

2.3 Building Works

If the Owner is required or permitted to do Building Works under this By-Law, then the Owner must comply, and those Building Works must comply, with the Building Works Conditions.

2.4 Approvals and Certifications

The Owner must:

- a. obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the use of the Works and the Exclusive Use Area and the conduct of any Building Works;
- b. provide a copy of any such Approvals to the Owners Corporation;
- c. in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before the conduct of any Building Works, supply a copy of that Approval to the Owners Corporation before the conduct of those Building Works; and
- d. provide a copy to the Owners Corporation of any certificate of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.5 Access

The Owner must provide the Owners Corporation with access to the Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance with this By-Law (or if the Owner is not also the occupier of the Lot; the Owner must do all things within their power to procure such access) as follows:

- a. during a period where Building Works are being carried out, within 24 hours of a request by the Owners Corporation; or
- b. in any other case, to the extent otherwise required by law.

2.6 Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the Building Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, cost, loss, claim, demand, suit or liability is caused by the negligence of the Owners Corporation.

2.7 Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

2.8 Time

Where no time is specified for compliance with an obligation in a reasonable time.

2.9 Ownership of Works

To the extent that Building Works:

- a. occupy cubic space forming part of the Lot, they remain the property of the Owner; and
- b. occupy cubic space forming part of the Common Property, they form part of the Common Property.

2.10 Connections to services

Except as otherwise approved in writing by the Owners Corporation, to the extent the Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to the Lot (provided such separately metered services are otherwise connected to the Lot).

3. Building Works Conditions

3.1 General conditions applying to Building Works

Building Works must:

- a. be carried out in accordance with and comply with any applicable law or Approval and any applicable provisions of the Scope of Works;
- b. be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- c. comply with the National Construction Code and the Building Code of Australia;
- d. be fit for their purpose;
- e. only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- f. be carried out with due diligence and expedition and within a reasonable time;
- g. cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- h. in any event, not occasion the occupation or use of open space areas of Common Property except as otherwise specifically approved in writing by the Owners Corporation;
- i. except as otherwise approved by the Owners Corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30am and Midday on a Saturday;
- j. not cause damage to the Property or any part of the Property otherwise than authorised under this By-Law;
- k. not adversely affect the structure or support of the Property; and
- l. not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.

3.2 Cleanliness, protection and rectification

The Owner must;

- a. ensure the Property is adequately protected from damage that may be caused by

Building Works;

- b. ensure any part of the Property affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- c. if Building Works cause damage to the Property, rectify that damage, including doing any necessary Building Works.

3.3 Plans and specifications

If the Owners Corporation has not previously been provided with them, the Owner must provide a copy of any plans and specifications relating to Building Works to the Owners Corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the Owners Corporation before that element of those Building Works is undertaken.

3.4 Insurance

The Owner must effect and maintain the following insurance (or ensure the same is effected and maintained):

- a. any insurance required by law in connection with the Building Works; and
- b. contractors all-risk insurance (including public liability insurance) in respect of the conduct of the Building Works to a limit of not less than \$5,000,000 per event naming the Owners Corporation as a beneficiary.

4. Definitions

4.1 Interpretation

In this By-Law, unless the context otherwise requires:

- a. the singular includes the plural and vice versa;
- b. the references to dollars, \$, cost, value and price are to Australian currency;
- c. a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- d. where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- e. any reference to legislation includes any amending or replacing legislation;
- f. any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- g. a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning; and
- h. a reference to, or the incorporation of, a plan, drawing, sketch or diagram is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

4.2 Conflict

- a. To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.

- b. To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

4.3 Definitions

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

Approval means, in connection with the Work or the Property:

- a. an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- b. a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- c. a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- d. any order, direction or other requirement given or made by an authority;
- e. an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- f. an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the Work or the Property:

- a. any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- b. a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- c. the council having the relevant regulatory functions under Chapter 7 of the Local Government 1993; and
- d. an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that the Owner is required or permitted to put effect to under this By-Law, and includes a reference to:

- a. ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- b. as the context may require, a reference to the result of those building works and related products and services being done and supplied.

Building Works Conditions means the provisions of clause 3;

Common Property means the common property in the Strata Scheme;

Conditions means the provisions of clause 2;

Exclusive Use Area means:

- a. those parts of the Common Property which are occupied by the Works; and
- b. any part of the Common Property that is, as a result of the Works having effect an alteration to the effective physical boundaries of the premises the subject of the Lot:
 - i. only accessible from within that premises; or
 - ii. enclosed within the effective physical boundaries of that premises;

and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;

Lot means Lot 1 in the Strata Scheme bearing folio identifier 1/SP49757;

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;

Owner means the owner of the Lot (or, if there is more than one such owner, those owners jointly and severally);

Owners Corporation means the Owners Corporation created on registration of the Strata Plan;

Property means the land and buildings the subject of the Strata Plan;

Resolution means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A (1) of the Strata Schemes Management Act 1996 as required to carry out works subject to and in accordance with this by-law, the ongoing maintenance of which is to be the responsibility of the Owner;

Scope of Works means the Scope of Works annexed to this By-Law;

Strata Scheme means the strata scheme relating to the Strata Plan;

Strata Plan means the strata plan number 49757; and

Works means the Building Works as set out in the Scope of Works.

Annexure below

Special By-Law 1 Annexure

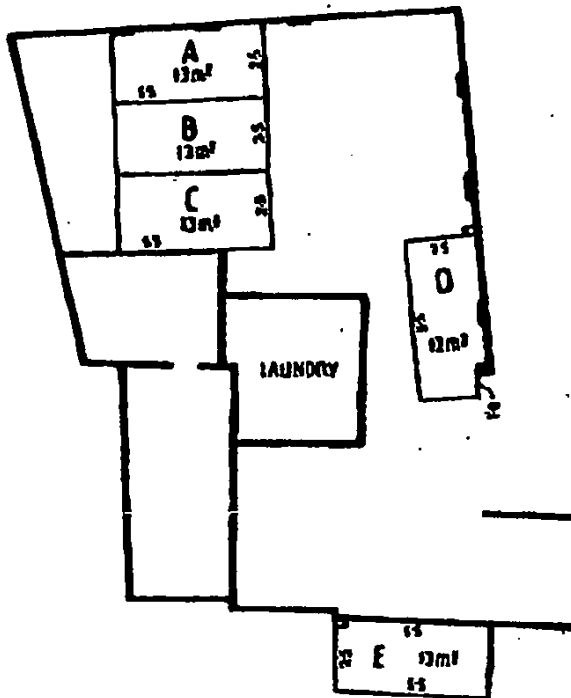
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Ref:DEBBIE /Src:E
SOUTH SYDNEY

PLAN

ANNEXURE 1

**FOR EXCLUSIVE USE OF PART OF
THE COMMON PROPERTY ON LEVEL 1
No.s 14-16 WARD AVE. ELIZABETH BAY**

REDUCTION RATIO 1:150



CAR SPACES A, B, C & D COVERED

**IS LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER
SURFACE OF ITS CONCRETE SLAB THEREOF**

The common seal of the owners of Strata Plan No. 49757

was affixed on 22 APRIL 98 in the presence of

Names [use block letters] SHARYN TAYLOR

Signatures [Signature]

being the person(s) authorised by section 238 of the Strata Schemes Management
Act 1996 to attest the affixing of the seal.



Special By-Law 3

Annexure

SCOPE OF WORKS

This annexure sets out the Scope of Works as defined in this By-Law.

Works

Building Works as follows:

Air-Conditioning Work

The installation of Air-Conditioning Equipment on or in the Common Property for the use or benefit of the Lot, provided that:

1. the works and their installation comply with, without limitation, Australian and New Zealand Standard AS / NZS 3823 and the Service and Installation Rules of New South Wales, the electricity industry standard of best practice for customer connection services and installations, published from time to time by the State of New South Wales, presently through the Division of Resources & Energy, Trade & Investment;
2. the interior unit, exterior unit, and service lines are located substantially as provided in Figures 1 through 6 inclusive;
3. without limiting any other provisions of this By-Law:
 - (i) the installation of the condenser unit in the car-park of the Property does not obstruct ordinary use of and access to the car-park;
 - (ii) all penetrations to the Common Property, conduits, pipes and cables are installed in a manner that is fire-rated and sealed as required by law;
 - (iii) condensate water is not to drip in the car-park when the unit is operating on reverse-cycle; and
 - (iv) any damage to Common Property paint is made good in accordance with the requirements of this By-Law.

Note: Clause 3.2 of this By-Law contains clauses that relate to the prevention and repair of damage to Common Property.

In this Scope of Works, ***Air-Conditioning Equipment*** means any air-conditioning plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances.

THE COMMON SEAL of **THE OWNERS – STRATA PLAN 49757** was affixed on 02 November 2016 in the presence of

Name(s):

Signature(s):.....

being the person(s) authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



STRATA SCHEME 49757

SPECIAL BY-LAW NO. 4

Installation of Child Window Safety Devices

PART 1

PREAMBLE

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

PART 2

GRANT OF POWER

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

PART 3

DEFINITIONS & INTERPRETATION

3.1 Definitions

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

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

- (c) **Building** means the building situated at 16 Ward Avenue, Potts Point
- (d) **Child Window Safety Device** means the installation of:
 - (i) a device which allows a window to be locked with a maximum opening of 125mm;
 - (ii) the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - (iii) any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),to Non-compliant Windows.
- (e) **Non-compliant Window** means any openable window in the building where:
 - (i) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - (ii) the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - (iii) any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- (f) **Lot** means any individual lot in strata plan 49757.
- (g) **Owner** means owner of a Lot.

3.2 Interpretation

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

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

PART 4

INSTALLATION OF CHILD WINDOW SAFETY DEVICE

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

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

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

PART 5

ACCESS

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

PART 6

MAINTENANCE, REPAIR AND REPLACEMENT

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

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

FILM WITH AN 69206

Approved Form 10

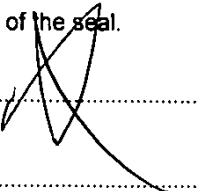
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 49757 was affixed on [^] 19/1/18 in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal.

Signature:  Name: Daniel Cockerell Authority: Strata Managing Agent

Signature: _____ Name: _____ Authority: _____

[^] Insert appropriate date

* Strike through if inapplicable.

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

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



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Applicant:	INFOTRACK PTY LIMITED
Your reference:	19042
Address of property:	14-16 Ward Avenue , RUSHCUTTERS BAY NSW 2011
Owner:	THE OWNERS - STRATA PLAN NO 49757
Description of land:	Lot 1 DP 849203, Lots 1-32 SP 49757
Certificate No.:	2019300494
Certificate Date:	5/02/19
Receipt No:	0133349
Fee:	\$53.00
Paid:	5/02/19

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



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

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

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

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, 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 R1 General Residential (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the existing land use pattern of predominantly residential uses..

2 Permitted without consent
Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Horticulture; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Roadside stalls; Semi-detached dwellings; Seniors housing; Shop top housing; shops; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat building and repair facilities; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industries; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities(outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

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)

Planning Proposal Serviced Apartments: Amendment of the following Local Environmental Plans.

- **Sydney Local Environmental Plan 2012;**
- **Sydney Local Environmental Plan 2005;**
- **Sydney Local Environmental Plan (Green Square Town Centre) 2013; and**
- **Sydney Local Environmental Plan (Green Square Town Centre Stage 2) 2013.**

This Planning Proposal explains the intent of, and justification for the proposed amendment to ensure State Environmental Planning Policy No. 65 (SEPP 65) and the Apartment Design Guide provisions apply to serviced apartments.

HERITAGE

Conservation Area

(Sydney Local Environmental Plan 2012)

This property has been identified as land within a Heritage Conservation Area.

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

STATE PLANNING INSTRUMENTS

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

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 32 – Urban Consolidation

This policy implements the principles of urban consolidation, including the orderly, economic use and development of land. The policy enables urban land which is no longer required for the purpose for which it is currently zoned or used to be redeveloped for multi-unit housing and related development.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):

- Is compatible with the desired amenity and visual character of an area, and
- Provides effective communications in suitable locations, and
- Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Buildings

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 No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

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

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

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Temporary Structures and Places of Public Entertainment) 2007

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

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2008

This Policy is an 'amending instrument' that removes or modifies referral and concurrence clauses within local environmental plans (LEPs), regional environmental plans (REPs) and State environmental planning policies (SEPPs).

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 (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

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

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (3) - (10)

(3) Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and 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.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General Housing Code & Commercial and Industrial (New Buildings and Additions) Code

Complying development **may not** be carried out on the land under the General Housing Code & the Commercial and Industrial (New Buildings and Additions) 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**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ 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.	YES
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	NO
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies only to the General Housing Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO

Housing Internal Alterations Code

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

Commercial and Industrial Alterations Code

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

Subdivisions Code

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

Rural Housing Code

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

General Development Code

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

Demolition Code

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

Low Rise Medium Density Housing Code

This Code has been deferred until 1 July 2019.

(4) Coastal Protection Act, 1979

The council has **not** been notified by the department of public works that the land is affected by the operation of section 38 or 39 of the coastal protection act, 1979.

(4A) Certain information relating to beaches and coasts

(1) In relation to a coastal council an order has **not** been made under Part 4D of the coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land).

(2) In relation to a coastal council: Council has **not** been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within in the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) 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, 1961.

(6) 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.

(6) 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.

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

- (a) The land **is not** affected by a policy adopted by the 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; 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.

(7A) Flood related development controls information.

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

(8) 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.

(9) 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 2013 – in operation 9 th July 2013	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biobanking Agreement

Council has not been notified of a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995.

(11) Bush fire prone land

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

(12) Property vegetation plans

Not Applicable

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

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

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) 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.

(b) 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.

(3) 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](#).

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

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

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

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER UNDER SECTION 735A OF THE LOCAL GOVERNMENT ACT, 1993 AND SECTION 121ZP OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 may be applied for at Sydney City Council.

Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

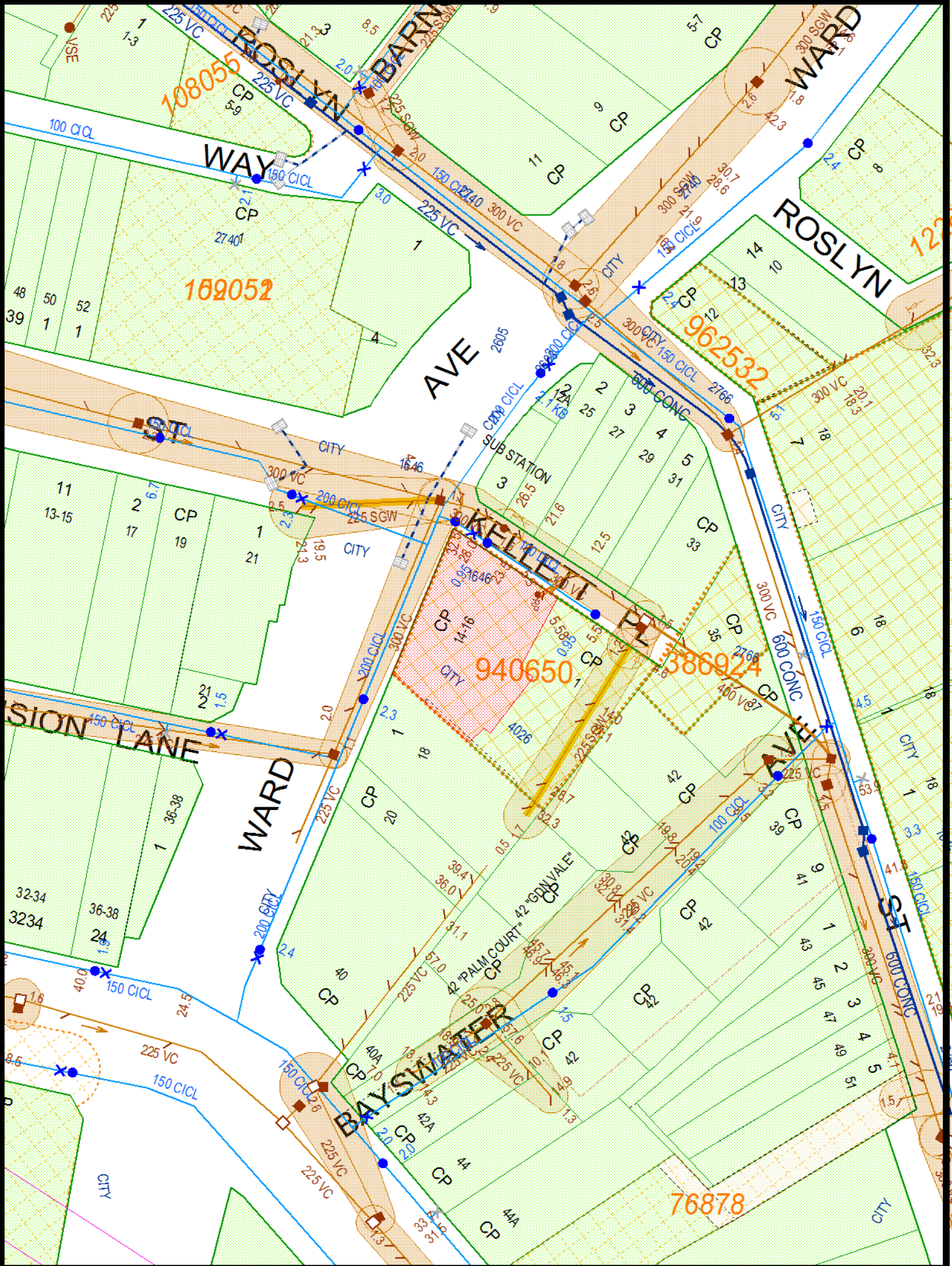
456 Kent Street
Sydney
8am – 6pm Monday - Friday

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

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

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

End of Document



SEWERAGE SERVICE DIAGRAM

SYDNEY WATER

MUNICIPALITY OF SOUTH SYDNEY SUBURB OF KINGS CROSSCopy of
Diagram No. 674542

INDICATES - DRAINAGE FITTINGS

☐ Chr. Manhole
☐ L.H. Chamber
☐ Boundary Trap
☐ Inspection Shaft
☐ Pit
☐ Grease Interceptor
☐ Gully

☒ P P. Trap
☒ R Reflux Valve
☐ Cleaning Eye
☐ Vert. Vertical Pipe
☐ IP Induct Pipe
☐ MF Mica Flap
☐ Jn. Junction
☐ RP Rodding Point

SYMBOLS AND ABBREVIATIONS



INDICATES PLUMBING FIXTURES & OR FITTINGS

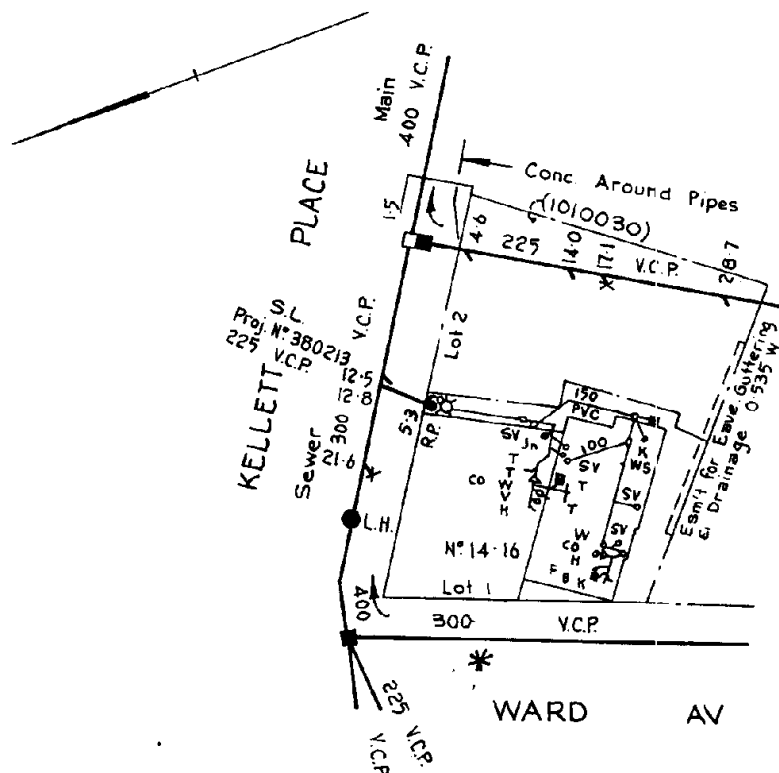
CC Clear Out
 O V Vent Pipe
 T Tubs
 K Kitchen Sink
 W Water Closet
 B Bath Waste
 H Handbasin

Bid Bidet
 S Shower
 DW Dishwasher
 F Floor Waste
 M Washing Machine
 BS Bar Sink
 LS Lab Sink

INDICATES PLUMBING ON MORE THAN ONE LEVEL

O SV Soil Vent Pipe
 O WS Waste Stack

SEWER AVAILABLE



Proj. N° 380213 Gaz. 20-10-95

Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s. _____	DRAINAGE Inspected by		Date of Issue _____	PLUMBING Inspected		YES	NO
	Inspector _____			Inspector _____			
Ur.s. _____	Cert. Of Compliance No. _____		Outfall _____	Cert. Of Compliance No. _____			
	Field Diagram Examined by _____						

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.

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S49757/30	Unit 30, 14-16 WARD AVE RUSHCUTTERS BAY 2011	\$169 685

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2010

(SUITABLE FOR A TENANCY WHERE THE TERM OF RESIDENTIAL TENANCY AGREEMENT DOES NOT EXCEED 3 YEARS)

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant should be given time to read this agreement (including the completed condition report and to obtain appropriate advice if necessary).
2. A landlord or landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) published by NSW Fair Trading before the tenant enters into the residential tenancy agreement.
3. If this agreement has a fixed term of more than 3 years, it must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*. In that circumstance, the parties should seek their own independent legal advice to ensure this agreement is in a registrable form.

This agreement is made on 13 / 07 / 2018 at 194 - 196 Victoria St, POTTS POINT 2011 between

LANDLORD *[Insert name of landlord(s) and contact details]*

Name /s Jonathon Tyree
Sydneylinks Real Estate A.B.N. (if applicable)
 Contact Details Care of Agent ☒ Yes ☐ No
(02) 8302 3000

TENANT *[Insert name of tenant(s) and contact details]*

Aurelien Arthur Jean Rene Gassemann

 Contact: 0422 441 842
 Email: aureliengassemann@gmail.com

LANDLORD'S AGENT DETAILS *[Insert name of landlord's agent (if any) and contact details]*

Licensee SydneyLinks.Net Pty Ltd
 Trading as SydneyLinks.Net Pty Ltd A.B.N. 29 092 092 478
 Address 194-196 Victoria Street
Potts Point, NSW Postcode 2011
 Phone 02 8302 3000 Fax 02 8302 3099 Mobile 0404893883 Email TMuljono@sydneylinks.com.au

TENANT'S AGENT DETAILS *[Insert name of tenant's agent (if any) and contact details]*

If appointed, all notices and documents given to the tenant must also be given to the tenant's agent

Name /s _____ A.B.N. _____
 Address _____

 _____ Postcode _____
 Phone _____ Fax _____ Mobile _____ Email _____

TERM OF AGREEMENT

The term of this agreement is: 12 ~~weeks~~ / months / ~~years~~
 starting on 14 / 07 / 2018 and ending on 13 / 07 / 2019 [Cross out if not applicable]

RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address 30/16 Ward Avenue

 Suburb Potts Point State NSW Postcode 2011

The residential premises include: *[Include any additional matters, such as a parking space or furniture provided]*

See inventory list and condition report

AG

RESIDENTIAL TENANCY AGREEMENT

Note: If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods, or personal belongings.

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]*

RENT

The rent is \$2020.54 per Month payable in advance starting on 14 /07 /2018 .

The method by which the rent must be paid:

(a) to _____ at _____ by cash or cheque, or

(b) into the following account, or any other account nominated by the landlord:

BSB number: _____ Account number: _____

Account name: _____

Payment reference: BPAY - Biller Code: 4481 Reference Number: 0033257510 , or

(c) as follows: direct debit

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

RENTAL BOND *[cross out if there is not going to be a bond]*

A rental bond of \$ 1,860 must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION**MAXIMUM NUMBER OF OCCUPANTS**

No more than ~~four~~ 2 persons may ordinarily live in the premises at any one time.

URGENT REPAIRS

Nominated tradespeople for urgent repairs and their contact details:

Electrical repairs:	Bright Spark Eddy	Telephone: 0432 330 445
Plumbing repairs:	Alex and Lou Plumbing	Telephone: 0418 475 555
Other repairs:	NJs Lock Smith	Telephone: 0415 680 062

WATER USAGE

Will the tenant be required to pay separately for water usage? Yes ☐ No ☒ If yes, see clauses 11 and 12.

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes ☒ No ☐ If yes, see clause 35 and clause 56.

CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

TENANCY LAWS

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

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 this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
 - 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

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

6. The landlord and the tenant agree:

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

RENT REDUCTIONS

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2 cease to be lawfully usable as a residence, or
 - 7.3 are compulsorily appropriated or acquired by an authority.
8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

9. **The landlord agrees** to pay:
 - 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
 - 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3 all charges for pumping out a septic system used for the residential premises, and
 - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

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RESIDENTIAL TENANCY AGREEMENT

10.5.1 are separately metered, or

10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

- 11.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4** the residential premises have the following water efficiency measures:
 - 11.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2** all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3** there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

POSSESSION OF THE PREMISES

13. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

14. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

15. The tenant agrees:

- 15.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2** not to cause or permit a nuisance, and
- 15.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4** not to intentionally or negligently cause or permit any damage to the residential premises, and

15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

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

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

- 17.1** to remove all the tenant's goods from the residential premises, and
- 17.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4** to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5** to make sure that all light fittings on the premises have working globes, and
- 17.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:

- 18.1** to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5** to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

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

- 19.1** the damage was not caused as a result of a breach of this agreement by the tenant, and

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- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

SALE OF THE PREMISES

20. The landlord agrees:

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

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

22. The landlord and tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,

- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

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RESIDENTIAL TENANCY AGREEMENT

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

30. The tenant agrees:

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

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT
32. The landlord and tenant agree that:

- 32.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4** without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

- 33. The landlord agrees** not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT
34. The landlord agrees:

- 34.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

- 34.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

- 37. The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

- 38. The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
- 39. The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

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

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

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 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]

- 40A. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

- 40A.1** the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 40A.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

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LOOSE-FILL ASBESTOS INSULATION

40B. The Landlord agrees:

- 40B.1** if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 40B.2** if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) *both the landlord and tenant agree to the terms, and*
- (b) *they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and*
- (c) *they do not conflict with the standard terms of this agreement.]*

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

ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable and, if not applicable, note clauses 54.2(a) and 54.2(c)]

- 41. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

- 41.1** if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

- 41.2** if the fixed term is for more than 3 years,

\$

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Also refer to clauses 52, 53, 54 and 55 for termination of this agreement.

Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 42. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

ADDITIONAL TERM - PETS

- 43. The tenant agrees** not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.
- 44. The landlord agrees** that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and/or management statement, or under a law relating to health or other applicable law:

No Pets Allowed

45. The tenant agrees to:

- 45.1.** have the carpet professionally cleaned and to have the residential premises treated by a professional pest control provider/entity if animals have been kept on the residential premises during the tenancy;
- 45.2.** repair any damage caused by animals kept on the residential premises;

- 45.3.** upon request, and in the form of evidence elected, by the landlord or landlord's agent, provide to the landlord or the landlord's agent (as the case may be) evidence that the tenant has complied with clauses 45.1 and 45.2 of this agreement; and

- 45.4.** indemnify the landlord in respect of all claims arising out of or in connection with any damage, costs or personal injuries caused or contributed to by:

- (a) any animals kept by the tenant on the residential premises; and
- (b) any animals moving, or being moved by someone, across the residential premises and any common areas.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

- 46.** The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated / / (insert a date if the landlord and tenant agree to this clause) forms part of this agreement.

ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

- 47. Further to clause 16, The tenant agrees:**

- 47.1.** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 47.2.** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.3.** to wrap up and place garbage in a suitable container;
- 47.4.** 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;
- 47.5.** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 47.6.** 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;
- 47.7.** 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;
- 47.8.** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 47.9.** 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;
- 47.10.** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 47.11.** not to store rubbish or unregistered vehicles on the residential premises, and not to store any items in the garage, storage cage, open car space or any other storage facility on the residential premises and storage of any items on the residential premises is at the tenant's own risk; and
- 47.12.** 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**48. The tenant agrees:**

- 48.1.** 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
- 48.2.** 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**49. The tenant agrees:**

- 49.1** to pay the rent on or before the day which the term of this agreement begins; and
- 49.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord

- 50.** The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

ADDITIONAL TERM - OCCUPANTS**51. The tenant agrees:**

- 51.1.** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 51.2.** 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

- 52. The tenant acknowledges** that a notice of termination does not by itself end the tenant's obligations under this agreement.

53. The tenant agrees:

- 53.1.** upon termination of this agreement, to:
- (a) 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*;
 - (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
 - (c) comply with its obligations in clause 17 of this agreement; and
- 53.2.** that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) 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.

- 54.** Notwithstanding any termination of the agreement, **the tenant acknowledges and agrees that:**

- 54.1.** 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;

- 54.2.** if the tenant terminates this agreement before the expiry of the fixed term and if clauses 41 and 42 regarding the break fee are deleted (and, therefore, do not apply), subject to the parties' obligations to mitigate their losses:

- (a) the tenant must:
 - (i) reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and
 - (ii) pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first),
 and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act 2010*;
- (b) the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and
- (c) the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and

- 54.3.** the landlord is entitled to claim damages for loss of bargain in the event of a termination of this agreement on the grounds of a breach.

55. The landlord and the tenant agree that:

- 55.1.** 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;
- 55.2.** 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; and
- 55.3.** the landlord's entitlement to claim damages for loss of bargain pursuant of clause 54.3 and the tenant's obligation to pay rent as and when it falls due are fundamental and essential terms of this agreement.

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 187(2) of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS**56. The tenant agrees:**

- 56.1.** 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;
- 56.2.** 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; and

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56.3. 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.

ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

- 57.** Unless otherwise agreed by the landlord and tenant in writing, **the tenant agrees:**
- 57.1.** 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;
 - 57.2.** 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;
 - 57.3.** to keep the water level above the filter inlet at all times;
 - 57.4.** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;
 - 57.5.** 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
 - 57.6.** 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**):

58. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

58.1. the rent will be increased to

\$ _____ per _____
on ____ / ____ / ____; and
to \$ _____ per _____
on ____ / ____ / ____; or

58.2. 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.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM (for a fixed term of **2 years or more**):

59. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

59.1. the rent will be increased to

\$ _____ per _____
on ____ / ____ / ____; and
to \$ _____ per _____
on ____ / ____ / ____; or

59.2. 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.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

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

60. For avoidance of doubt:

- 60.1.** a condition report which accompanies this agreement, forms part of this agreement;
- 60.2.** 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; and
- 60.3.** if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

61. The tenant agrees:

- 61.1.** 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;

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- (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;

61.2. 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 38 of this agreement;

61.3. 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; and

61.4. where the residential premises are subject to the *Strata Schemes Management Act 2015* or the *Strata Schemes Development Act 2015* to immediately notify the landlord or the landlord's agent of:

- (a) any windows in the residential premises that do not have any locks or other window safety devices; or
- (b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

so that the landlord or landlord's agent can ensure compliance with section 118 of the *Strata Schemes Management Act 2015* with respect to window safety devices.

ADDITIONAL TERM - TENANCY DATABASES

62. 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 not garage, storage cage, open car space or other storage facility on the residential premises]

63. 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

64. 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.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

- 65.** Where the tenant has been provided with the requisite notice pursuant to clause 23.8 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.
- 66. 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 23.

ADDITIONAL TERM - PRIVACY POLICY

- 67.** 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)

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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, and 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.

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 - ADDITIONAL TERMS AND CONDITIONS

68. The landlord and tenant acknowledge that:

- 68.1** 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; and
- 68.2** 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 2010 (NSW)* or any other Act; and
 - (b) they are not inconsistent with the standard terms and conditions of this agreement.

69. The landlord and tenant jointly and severally indemnify and hold harmless: The Real Estate Institute of New South Wales (**REINSW**) in relation to any actions, proceedings, claims, losses, costs and damages which REINSW suffers, incurs or becomes liable for and which arise directly or indirectly from or are in connection with any additional terms and/or conditions that are included in an annexure to this agreement.

SCHEDULE A**SPECIAL CONDITIONS - FLATS****Special Condition 1 - Noise**

The tenant must not create any noise in the flat or on 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 2 - Vehicles

The tenant must not park or stand any motor or other vehicle on the common area except with the written approval of the landlord.

Special Condition 3 - Obstruction of common area

The tenant must not obstruct lawful use of the common area by any person.

Special Condition 4 - Damage to lawns and plants on the common areas

The tenant must not:

- 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 5 - Damage to common areas

The tenant must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common area without the approval in writing of the landlord or an order of the Civil and Administrative Tribunal.

Special Condition 6 - Behaviour of owners and occupiers

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 flat or to any person lawfully using the common area.

Special Condition 7 - Children playing on common areas in building

The tenant must not permit any child of whom the tenant has control to play on the common area within the building or, unless accompanied by an adult exercising effective control, to be or to remain on the common area comprising a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 8 - Behaviour of invitees

The tenant must take all reasonable steps to ensure that invitees of the tenant 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.

Special Condition 9 - Depositing rubbish and other material on common areas

The tenant must not deposit or throw on the common area any rubbish, dirt, dust or other material 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 10 - Drying of laundry items

The tenant must not, except with the consent in writing of the landlord, hang any washing, towel, bedding, clothing or other article on any part of the flat in such a way as to be visible from outside the building other than on any lines provided by the landlord for that purpose and then only for a reasonable period.

Special Condition 11 - Preservation of fire safety

The tenant must not do any thing or permit any invitees of the tenant to do any thing on the lot or the common area that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the flats or the common area.

Special Condition 12 - Cleaning windows and doors

The tenant must keep clean all glass in windows and all doors on the boundary of the flat, including so much as is common area.

Special Condition 13 - Storage of inflammable liquids and other substances and materials

- 1 The tenant must not, except with the approval in writing of the landlord, use or store on the flat or on the common area any inflammable chemical, liquid or gas or other inflammable material.
- 2 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 14 - Moving furniture and other objects on or through the common area

The tenant must not transport any furniture or large object through or on the common area within the building unless sufficient notice has first been given to the executive committee so as to enable the landlord to arrange for a person to be present at the time when the tenant does so.

Special Condition 15 - Garbage disposal

The tenant:

- a must maintain within the flat, or on such part of the common area as may be authorised by the landlord, in clean and dry condition and adequately covered a receptacle for garbage,
- b must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
- c for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the landlord and at a time not more than 12 hours before the time at which garbage is normally collected,
- d when the garbage has been collected, must promptly return the receptacle to the flat or other area referred to in paragraph (a),
- e must not place any thing in the receptacle of the owner or occupier of any other flat except with the permission of that owner or occupier, and
- f must promptly remove any thing which the tenant or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Special Condition 16 - Keeping of animals

The tenant must not, without the prior approval in writing of the landlord, keep any animal on the flat or the common area.

Special Condition 17 - Appearance of flat

- 1 The tenant must not, without the written consent 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.
- 2 This special condition does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in Special Condition 10.

Special Condition 18 - Change in use of flat to be notified

The tenant must notify the landlord if the tenant changes the existing use of the flat in a way 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).

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.

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). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

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 include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

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 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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RESIDENTIAL TENANCY AGREEMENT

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

SIGNED BY THE LANDLORD

in the presence of:

(Name of witness)

(Signature of landlord)

(Signature of witness)

SIGNED BY THE TENANT

in the presence of:

(Name of witness)

(Signature of witness)

(Signature of tenant)

in the presence of:

(Name of witness)

(Signature of witness)

(Signature of tenant)

in the presence of:

(Name of witness)

(Signature of witness)

(Signature of tenant)

in the presence of:

(Name of witness)

(Signature of witness)

(Signature of tenant)

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.

(Signature of tenant)

(Signature of tenant)

(Signature of tenant)

(Signature of tenant)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

New tenant checklist

What you must know before you sign a lease

At the start of every tenancy, your landlord or agent should give you:

- a copy of this information (*the New tenant checklist*)
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- an invitation to lodge the bond using Rental Bonds Online (RBO). Or, if you are unable to use RBO, a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

If applicable, you should also receive:

- a certificate of compliance for a swimming pool (more on that later)
- a copy of the by-laws, if the property is in a strata complex
- notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register (more on that later)
- notification of any other material fact relating to the premises (more on that later).

Before you sign the lease, make sure you read it thoroughly. If there is anything in the lease that you do not understand, ask questions.

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.

You should only sign the lease when you can answer Yes to the following statements.

The lease

- ☒ I have read the lease and asked questions if there were things I did not understand.
- ☒ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

- ☒ I know 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 know that any additional terms to the lease must be negotiated before I sign.
- ☒ I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, 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 lease) that they will be done.

Upfront costs

I am **not** being required to pay:

- ☒ more than 2 weeks rent in advance, unless I freely offer to pay more
- ☒ more than 4 weeks rent as a rental bond.

I am **not** being charged for:

- ☒ the cost of preparing my lease
- ☒ the initial supply of keys and security devices to each tenant named on the lease.

Managing your bond online

Your landlord or agent **must** give you the option to use Rental Bonds Online (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 NSW Fair Trading.

Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord or agent must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than 2 lots.

Property containing loose-fill asbestos insulation

Properties in NSW that test positive for loose-fill asbestos insulation will have the property address included in a public register (available on the NSW Fair Trading website). If a property has been listed on this public register, the agent or private landlord must disclose this information to new tenants. The following section lists the other information that must be provided to tenants before they sign a lease.

What tenants must be told

Sometimes a residential property has something in its history that you should know. If the landlord or agent is aware of any of the following facts, they must inform you:

- if the property:
 - has been affected by flooding or bushfire in the previous 5 years
 - has significant health or safety risks (unless they are obvious when you inspect the property)
 - has been the scene of a violent crime in the previous 5 years
- 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 council waste services on a different basis to other premises in the area
- is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

After you move in

- Fill in your part of the condition report and make sure you return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you lodged the bond using RBO, make sure you receive an email or SMS notification from Fair Trading confirming your bond has been received. If the bond was not lodged using RBO, make sure you get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number.

If you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- 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.
- Keep a copy of your lease, 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 it later.

- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises that ends up in the NSW Civil and Administrative Tribunal (NCAT).
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- 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 place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave and can help to lock in the rent for the next period of time.

www.tenants.org.au for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

Further information

Go to the Fair Trading website 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. Go to the Tenants Union website at

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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ANNEXURE A' SPECIAL CONDITIONS TO FORM PART OF THE RESIDENTIAL TENANCY AGREEMENT

1. The tenant agrees to supply their personal and working contact details to the managing agent and inform the managing agent of any changes during the course of their tenancy. The tenant further consents to the management agent divulging the tenants contact details to tradesmen, strata managers and other contractors for the sole purpose of undertaking repairs/valuations or other works which require access to the property during their tenancy.
2. Subject to the ACT: The tenant agrees to ensure that the premises are secure when the premises are not occupied by the tenant. Any loss or damages that occur at the premises as a result of the premises not being adequately secured shall be borne by the tenant.
3. If the flooring is timber flooring of any kind (laminated/polished timber), it is agreed that high heeled shoes are not permitted to step or walk on the timber floors. This is to prevent damage to the timber flooring.
4. The tenant accepts that the residential premises are non-smoking and if the tenants or guests wish to smoke that they must do so outside. If the tenant smokes in the property, the landlord reserves the right to invoice the tenant for costs incurred in returning the property to the condition at the start of the tenancy including repainting where necessary.
5. The tenant acknowledges that failure to pay rent, or breaching any part of the residential tenancy agreement may result in the tenancy being terminated.
6. In the event where a tenancy is terminated and a tenant owes monies to the landlord/management agent. The landlord/management agency reserves the right to list the tenant on a defaulting tenancy database until such times as the rectification of such accounts outstanding has been resolved. (As per legislation you will be given written warning notice 14 days prior to this occurring)
7. Subject to the act: in the event the property has fresh linen provided and the linens are left soiled. The costs to clean the linen will be borne by the tenant.
8. The tenant is aware that when vacating, 14 days written notice must be given in advance notifying their intention to vacate stating the date that they intend to leave the property. In the event the tenant is on a month to month lease then 21 days written notice of their intention to vacate must be provided stating the date they are to vacate.
9. If any rent shall be even one (1) day in arrears, action will be taken by the agency and if not rectified with the required period, an application to NCAT will be made for the termination of the agreement
10. The tenant agrees to pay to the owner any costs incurred by the owner from a financial institution as a result of dishonoured cheques or tenant direct debit from the tenants account for the payment of rent or other charges incurred during the tenancy.
11. Tenants are not to iron on the carpets. Carpet damage will be required to be completely replaced at the tenant's expense – patching of carpets will not be accepted. Indoor plants on carpeted areas only in containers which will not damage the carpet.
12. Telephone, electricity, internet & gas are to be connected and maintained in the tenant's name at all times.
13. Under the Residential Tenancies Act NSW 2010, the tenant hereby agrees not to assign his interest under the agreement or sub-let the premises, without prior written permission from the owner.
14. With reference to Residential Tenancies Act NSW 2010 the tenant is aware that he must not alter, remove or add any lock or device without the consent of the owner
15. No pets are permitted unless written approval obtained by the owner. In such cases where pets is/are permitted, the tenant accepts that they will be responsible for professional deodorisation of the premises at the end of their tenancy. The receipt of professional deodorisation shall be provided to the managing agent as evidence of the works having being completed.
16. In the event that items of the inventory are not present/damaged at the end of the tenancy, the tenant accepts that they will be held liable for their repair/replacement.
17. The tenant is aware that upon termination of the tenancy, the premise furnishings and other articles therein will be delivered up to the owner in a state in all respects similar to that at the commencement of the tenancy. (fair wear & tear excepted)
18. The tenant acknowledges that they have been provided with an approximate cost which will be incurred by the landlord in the event the premises or items from the linen inventory are not returned professionally cleaned or are missing. Any costs which are incurred by the landlord will be sought from the tenant in the event where the tenant has failed to return the item in its original condition. (Fair wear & tear excepted)
19. The premises will be professionally cleaned at the tenant's expense if the property is not returned in the condition it was leased in by the vacating date.
20. The tenant acknowledges that rent will be charged up to the date upon which keys are returned to the offices of the agent.
21. **Where applicable** the gardens/beds/lawns of the property must be kept free from all refuse and weeds and in a green and healthy condition.
22. The tenant is aware and agrees to abide with all strata/company bylaws as provided to the tenant prior to signing this agreement.
23. The tenant acknowledges receipt of a true copy of the Annexure A and that it forms part of this lease agreement.

Signed by the Tenant



Date

14/07/2018

Signed by the Tenant



Date

14/07/2018

Annexure B. Cleaning costs

We draw your attention to the costs the landlord is likely to incur & should we need to attend to cleaning at the end of the tenancy. As the property was professionally cleaned prior to the commencement of your tenancy & fresh linen provided, If when your tenancy ends, you should fail to return the property to us in the condition it was presented at the beginning of your tenancy (Fair wear & tear excepted). Subject to the Residential Tenancies Act NSW 2010 T, the landlord reserves the right to have professional cleaners return the property to that condition, under normal circumstances these costs would be borne by the departing tenant.

Normal cleaning costs involved in the professional cleaning of apartments:

Apartment Size	Studio or 1 bedroom	2 Bedroom	Large 2 Bedroom	3 Bedroom
Unfurnished residential premises	\$225.00	\$278.00	\$328.00	\$418.00
Furnished residential premises	\$295.00	\$348.00	\$398.00	\$488.00
(Additional charges may be applied for extra cleaning required above the standard clean)				

Should Linen need cleaning:

*prefer to
do own
cleaning*

CLEANING CHARGES --- LINEN							
		1 bed/studio		2 beds		3 beds	
ITEMS	UNIT PRICE	Qty	Price	Qty	Price	Qty	Price
sheet	\$3.00	2	\$6.00	4	\$12.00	6	\$18.00
pillowcase	\$1.60	4	\$6.40	8	\$12.80	12	\$19.20
bath mat	\$2.40	1	\$2.40	2	\$4.80	3	\$7.20
bath towel	\$2.40	2	\$4.80	4	\$9.60	6	\$14.40
hand towel	\$1.40	1	\$1.40	2	\$2.80	3	\$4.20
face washer	\$1.00	1	\$1.00	2	\$2.00	3	\$3.00
doona cover	\$10.00	1	\$10.00	2	\$20.00	3	\$30.00
Admin costs			\$55.00		\$55.00		\$55.00
TOTAL COST			\$87.00		\$119.00		\$151.00
doona/quilt	\$60.00	1	\$60.00	2	\$120.00	3	\$180.00

If the landlord needs to replace linen which has gone missing (note: Fair wear & tear excepted) during your tenancy the usual costs are outlined here:

ITEMS	Unit Price	ITEMS	Unit Price
Sheet	\$ 15.30	Hand Towel	\$ 8.00
Pillowcase	\$ 2.30	Face Washer	\$ 5.00
Bath mat	\$ 2.75	Doona Cover	\$ 27.23
Bath Towel	\$ 10.04	Doona/quilt	\$ 38.53
		Pillow(insert)	\$ 9.68

Signed by the Tenant _____ Date _____

Signed by the Tenant _____ Date _____

INVENTORY LIST

ADDRESS: 30/16 Ward Avenue										Signature:	Date:
											04.05.17
ENTRANCE:										DETAILS	BRAND
Painting	✓	✓	✓	✓	✓	✓	✓	✓	✓	Orange	
Door stopper	✓	✓	✓	✓	✓	✓	✓	✓	✓		
BEDROOM:										DETAILS	BRAND
Queen Bed	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Pillows	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Pillow cover & doona cover	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Doona	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Wood Stool	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Artificial Pot	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Table Lamp	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Attached Wardrobe	✓	✓	✓	✓	✓	✓	✓	✓	✓	White	
Heater	✓	✓	✓	✓	✓	✓	✓	✓	✓		De Larchi
Hair Dryer	✓	✓	✓	✓	✓	✓	✓	✓	✓		Philips
LOUNGE:										DETAILS	BRAND
Long Wall Mirror	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Arm Chair Single Sofa	✓	✓	✓	✓	✓	✓	✓	✓	✓	Yellow	
Artificial Pot	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Wooden Coffee Table	✓	✓	✓	✓	✓	✓	✓	✓	✓	4 Drawers	
Black Wooden Table	✓	✓	✓	✓	✓	✓	✓	✓	✓	Half Folded	
TV	✓	✓	✓	✓	✓	✓	✓	✓	✓	Remote	Soniq
Fan	✓	✓	✓	✓	✓	✓	✓	✓	✓		Homemaker
Extension Cord	✓	✓	✓	✓	✓	✓	✓	✓	✓	White	
Internet Modem	✓	✓	✓	✓	✓	✓	✓	✓	✓		Huzwei
Wall Clock	✓	✓	✓	✓	✓	✓	✓	✓	✓	Black	Quartz
Wooden TV Table	✓	✓	✓	✓	✓	✓	✓	✓	✓	2 Drawers	

ADDRESS: 30/16 Ward Avenue							Signature:	Date:
	Clean	Undamaged	Working	Tenant Agrees	End of tenancy			04.05.17
							DETAILS	BRAND
KITCHEN:								
Appliance								
Dishwasher	✓	✓	✓		✓	1		De Longhi
Kettle	✓	✓	✓		✓	1		Sunbeam
Microwave	✓	✓	✓		✓	1		Electrolux
Electric Stove	✓	✓	✓		✓	1		Kambrook, Tempo
Refrigerator	✓	✓	✓		✓	1		Beko
Toaster	✓	✓	✓		✓	2		Kambrook, Tempo
Juicer	✓	✓	✓		✓	1		Sunbeam
Intercom	✓	✓	✓		✓	1		
Iron Board	✓	✓	✓		✓	1		
Iron	✓	✓	✓		✓	1		Krambrook
Mixer	✓	✓	✓		✓	1		Sunbeam
Small Printing	✓	✓	✓		✓	3	Black	
Rubbish Box	✓	✓	✓		✓	1		Willow
Broom	✓	✓	✓		✓	1		
Drying Hanger	✓	✓	✓		✓	1		
Cutleries								
Pot	✓	✓	✓		✓	2	with Lid	Benzer
Frying Pan	✓	✓	✓		✓	1		Benzer
Spoons	✓	✓	✓		✓	4		
Forks	✓	✓	✓		✓	4		
Entrée Knives	✓	✓	✓		✓	4		
Tea Spoons	✓	✓	✓		✓	3		
Stainless Steel Knife	✓	✓	✓		✓	1		

INVENTORY LIST

ADDRESS: 30/16 Ward Avenue

ADDRESS: 30/16 Ward Avenue						Signature:	Date:
							04.05.17
Bottle Opener	✓	✓	✓	✓	✓	Black	
Spatula	✓	✓	✓	✓	✓	Black	
Grater	✓	✓	✓	✓	✓	Blue	
Side Plates	✓	✓	✓	✓	✓		
Bowls	✓	✓	✓	✓	✓		
Plates	✓	✓	✓	✓	✓		
Kitchen Towels	✓	✓	✓	✓	✓		
Table Math	✓	✓	✓	✓	✓	Mix Colour	
Glasses							
Waterglasses	✓	✓	✓	✓	✓		
Mugs Mix Colour	✓	✓	✓	✓	✓	Mix Colour	
BATHROOM:							BRAND
Body Scale	✓	✓	✓	✓	✓		
Toilet Paper Rail	✓	✓	✓	✓	✓		
Mop	✓	✓	✓	✓	✓		
Brush & Dustpan	✓	✓	✓	✓	✓	Blue	
Additional to check							BRAND
Are all lights working ?	✓	✓	✓	✓	✓		
TV/DVD/Video/Stereo/All remotes working?	✓	✓	✓	✓	✓		
If there is alarm clock, check that is working?	✓	✓	✓	✓	✓		

INVENTORY LIST

ADDRESS: 30/16 Ward Avenue						Signature:	Date:					
	Clean	✓	Undamaged	✓	Working	✓	Tenant Agrees	✓	End of tenancy			04.05.17
Instructions: microwave/oven, alarm, air/conditioning, TV/DVD												
Cleaning is done properly?												
<u>NOTES</u>												