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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM
Vendor's agent	**Unique Property** **39 New Canterbury Road, Petersham, NSW 2049** **Phone: (02) 9560 2111 Fax: (02) 9560 2090 Ref: Hellio Dias**
Co-agent	
Vendor	**David John Nalty**
Vendor's Solicitor	**Charles R Xuereb & Co** **Suite 602, Level 6, 109 Pitt Street, SYDNEY NSW 2000** **Phone: (02) 9222 1500 Fax: (02) 9222 1600 Ref: CRX:SK:16685**
Completion date	42 days after the contract date (clause 15)
Land (Address, plan details and title reference)	**19/79-81 The Boulevarde, Dulwich Hill and being the whole of the land in Certificate of Title Folio Identifier 19/SP8793 and being Lot 19 in SP 8793**
	☐ VACANT POSSESSION ☒ subject to existing tenancies
Improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ none ☐ other:
Attached copies	☒ Documents in the List of Documents as marked or as numbered: ☐ 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	☐ curtains	☐ insect screens	☒ stove
	☐ built-in wardrobes	☐ dishwasher	☒ light fittings	☐ pool equipment
	☐ clothes line	☒ fixed floor coverings	☐ range hood	☐ TV antenna
	☐ other:			

Exclusions

Purchaser

Purchaser's solicitor

Price

Deposit (10% of the price, unless otherwise stated)

Balance

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

Vendor **Witness**

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

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **Witness**

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)

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☒ 8 sewerage connections diagram
- ☐ 9 sewer mains diagram
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 section 317A certificate (certificate of compliance)
- ☐ 14 building certificate given under *legislation*
- ☐ 15 insurance certificate (Home Building Act 1989)
- ☐ 16 brochure or note (Home Building Act 1989)
- ☐ 17 section 24 certificate (Swimming Pools Act 1982)
- ☒ 18 lease (with every relevant memorandum or variation)
- ☐ 19 other document relevant to tenancies
- ☐ 20 old system document
- ☐ 21 Crown tenure card
- ☐ 22 Crown purchase statement of account
- ☐ ~~23 Statutory declaration regarding *vendor duty*~~

Strata or community title (clause 23 of the contract)

- ☒ 24 property certificate for strata common property
- ☐ 25 plan creating strata common property
- ☐ 26 strata by-laws not set out in *legislation*
- ☐ 27 strata development contract or statement
- ☐ 28 strata management statement
- ☐ 29 leasehold strata - lease of lot and common property
- ☐ 30 property certificate for neighbourhood property
- ☐ 31 plan creating neighbourhood property
- ☐ 32 neighbourhood development contract
- ☐ 33 neighbourhood management statement
- ☐ 34 property certificate for precinct property
- ☐ 35 plan creating precinct property
- ☐ 36 precinct development contract
- ☐ 37 precinct management statement
- ☐ 38 property certificate for community property
- ☐ 39 plan creating community property
- ☐ 40 community development contract
- ☐ 41 community management statement
- ☒ 42 document disclosing a change of by-laws
- ☐ 43 document disclosing a change in a development or management contract or statement
- ☐ 44 document disclosing a change in boundaries
- ☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

   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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable 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 on this contract. ~~The sale will also usually be a vendor duty transaction~~. If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING
SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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 contact 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.

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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 -

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and drawn on its own funds by - • a *bank*; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986, that carries on business in Australia; or if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
terminate	terminate this contract for breach;
vendor duty	vendor duty imposed under Chapter 4 of the Duties Act 1997;

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 only by unconditionally giving cash (up to $2,000) or 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 and 3 do not apply.
2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
  3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
  3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
  3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
  3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
  3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
    - the amount of *vendor duty* is repayable upon demand;
    - the vendor must lodge an application for refund of *vendor duty*; and
    - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
  3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
  3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
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.
4.5 If this sale is exempt from *vendor duty* -
  4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
  4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
  4.5.3 if the vendor complies with clause 4.5.1 -
    - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
    - on completion the vendor must pay to the purchaser $33.

5 Requisitions

If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
5.3 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

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; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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 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

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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.

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, pay an expense of another party or pay an amount 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 amount; but

13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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

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 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 adjust 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 Completion date

The *parties* must complete by the completion date 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 lodgment fee to the purchaser, plus another 20% of that fee.

16.6 If the purchaser *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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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

17.2.1 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 mentioned in Schedule J of the Supreme Court Rules 1970.
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 fax to the *party's solicitor*, unless 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, and 17 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* includes 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 page 1) 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.

21.3 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 clause 2 (deposit).
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

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 -
'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;

'common property' includes association property for the scheme or any higher scheme;
'contribution' includes an amount payable under a by-law;
'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;
'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
'the *property*' includes any interest in common property for the scheme associated with the lot;
'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 sinking 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.
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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
23.6.3 the purchaser is liable for all other contributions levied 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.
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; or

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.
23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under section 109 Strata Schemes Management Act 1996 or section 26

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.

23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.17 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.

23.18 If a general meeting of the owners corporation is convened before completion -

23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.18.2 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 -

- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
- a disclosure statement required by the Act 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 Act.

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 earnt by the fund that has been applied for any other purpose;
- 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; and

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 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 to the tenant 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

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) is restricted title land (land that cannot be transferred without consent under *legislation*).

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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.

27.8 If the land or part 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 completion date becomes the later of the completion date 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

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.
28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to a 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;
29.7.3 the completion date becomes the later of the completion date 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;
- 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 completion date becomes the later of the completion date 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.

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.

Conditions of sale 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 18 of the *Property, Stock and Business Agents Regulation 2003* 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:

(a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A bid for the seller 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 seller.

(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 seller.

(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) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

(c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

Cooling-off certificate

I, _____

of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:-

(a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.

(b) 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 known as 19/79-81 The Boulevarde, Dulwich Hill; from **David John Nalty** as vendor to ..... as purchaser in order that .there is no cooling-off period in relation to the Contract.

(c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

(d) I have explained to ..... the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

(i) the effect of the Contract for the purchase of that property;

(ii) the nature of this certificate;

(iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the Contract.

Dated:

Signed: _____

Additional clauses forming part of this contract

Dated:

between: **David John Nalty** (*vendor*)

and: (*purchaser*)

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30 Alterations to printed form

The following printed clauses are amended as follows:

30.1 **clause 1**: *settlement cheque*: delete the second bullet point;

30.2 **clause 7.1.1**: replace '5%' with '1%';

30.3 **clause 14.4.2**: delete the clause;

30.4 **clause 16:** insert the following clause:

'16.3A Where the *property* includes personal property subject to a security interest:

(i) in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (*PPS Act*);

(ii) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and

(iii) no release is required where the personal property has a market value of not more than $5,000 (or such greater amount prescribed under regulations to the *PPS Act)* and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

The purchaser warrants that the inclusions are to be used for domestic purposes.';

30.5 **clause 18.5.2**: replace 'Schedule J of the *Supreme Court Rules 1970*' with 'Rule 36.7 of the *Uniform Civil Procedure Rules 2005*';

30.6 **clause 24.3.3**: delete the clause; and

30.7 **clause 29**: delete the clause.

31 Whole agreement

In entering into this Contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this Contract.

32 Real estate agents

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

33 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this Contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

34 Condition of *property*

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

35 Capacity

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

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

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

35.2 The purchaser promises that the purchaser has the legal capacity to enter into this Contract.

36 Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this Contract is not completed for any reason (other than the vendor's default) on or before the

Completion date then in addition to any other right which the vendor may have under this Contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

37 Smoke alarms

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* should the vendor not have complied with the provisions of the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms in the *property*.

38 GST

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

39 Tenancy - residential

39.1 The property is sold subject to the Residential Tenancy Agreement (Agreement) a copy of which is annexed and marked A.

39.2 The purchaser has satisfied itself about the existing tenancy and cannot make a claim or requisition or rescind or terminate in respect of it.

39.3 The vendor does not promise that the Agreement will be in force at the completion date.

39.4 The purchaser cannot make a claim or requisition or rescind or terminate because the tenant vacates the premises occupied by it at the contract date before completion:

39.4.1 on expiry of the Agreement;

39.4.2 following lawful termination of the tenancy by the tenant or by the vendor with the purchaser's consent;

39.4.3 by abandoning the premises in repudiation of the Agreement.

39.5 The vendor will not grant any new Agreement in respect of any part of the property which is vacant at the contract date or which has become vacant before completion, except with the prior written consent of the purchaser which is not to be unreasonably withheld.

39.6 Excluded from the sale are any Tenants' fixtures and fittings and the purchaser acknowledges that it relies entirely on its own inquiries in identifying them and cannot make a claim or requisition or rescind or terminate in relation to such items.

39.7 The vendor will be entitled to call upon the Rental Bond in satisfaction of any amount owing to the vendor and in that event:

39.7.1 the vendor will notify the purchaser of the amount due to the vendor and the amount claimed by the vendor from the Rental Bond; and

39.7.2 the purchaser cannot make a claim or requisition or rescind or terminate.

39.8 Clause 24.3 of this contract is deleted.

39.9 Notwithstanding clause 14 of this contract, when adjusting the rent the vendor will be entitled to deduct any fees and disbursements that the vendor has paid to the managing agent for collection of the rent for the whole of the period to the which the rent payment relates.

Information Provided Through
InfoTrack
Ph 1800 738 524 Fax. 1800 738 533

Title Search

InfoTrack
An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 19/SP8793

SEARCH DATE	TIME	EDITION NO	DATE
17/6/2015	5:16 PM	3	18/8/2005

LAND

LOT 19 IN STRATA PLAN 8793
AT DULWICH HILL
LOCAL GOVERNMENT AREA MARRICKVILLE

FIRST SCHEDULE

DAVID NALTY (T AB706324)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP8793
2 AB706325 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Information Provided Through
InfoTrack
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Title Search

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An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP8793

SEARCH DATE	TIME	EDITION NO	DATE
17/6/2015	5:16 PM	5	3/11/2014

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 8793
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DULWICH HILL
LOCAL GOVERNMENT AREA MARRICKVILLE
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP8793

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 8793
ADDRESS FOR SERVICE OF NOTICES:
79-81 THE BOULEVARDE
DULWICH HILL 2203

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA SCHEMES MANAGEMENT ACT 1996
3 8395661 CHANGE OF BY-LAWS
4 AC791827 CHANGE OF BY-LAWS
5 AP326981 CHANGE OF BY-LAWS
6 AJ4169 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 75)

STRATA PLAN 8793

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	4	2	4	3	4	4	4
5	4	6	4	7	4	8	4
9	4	10	4	11	4	12	4
13	4	14	3	15	4	16	3
17	3	18	4	19	3	20	3

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

FORM 1

COUNCILS CERTIFICATE

The Council of the Municipality of Marrickville having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed strata plan illustrated herein

This approval is given on the condition that lot(s) [illegible] is/are subject to the restriction on user referred to in section 28 of the Strata Titles Act, 1973

Subdivision No. 1399

Date 10-9-1974

Council Clerk.

* Delete if inapplicable

SURVEYORS CERTIFICATE

I, Vernon Rupert Clements of 3 Old Cook Rd Road, Castle Hill a Surveyor registered under the Surveyors Act, 1929, hereby certify that —

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface, as the case may be, of which forms a boundary of a proposed lot shown in the accompanying plan, exists;

(3) any wall, floor, ceiling or structural cubic space, as aforesaid, which any boundary of a proposed lot shown in the accompanying location plan and plan does not wholly within the perimeter of the parcel and as part of the building is within two metres of any external boundary of the parcel;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and plan proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel and as part of the building is within two metres of any external boundary of the parcel;

(5) the survey information recorded on the accompanying location plan is accurate.

Signature [signature]

Date 11th July, 1974

PLAN OF

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATES OF TITLE VOLUME 3986 FOLIO 37 & VOLUME 8344 FOLIO 3 BEING LOTS 1&2 IN DP 315697

MUNICIPALITY OF MARRICKVILLE, LOCALITY DULWICH HILL.

PARISH OF PETERSHAM, COUNTY OF CUMBERLAND.

REDUCTION RATIO 1:400 LENGTHS ARE IN METRES

STRATA PLAN 879

Registered: 12-11-19

C.A. NO. 1399 OF 10-9-1

Purpose: STRATA PLAN

Ref. Map: PETERSHAM S

Last Plan: DP 315697 (D.P.

THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

Name of and address for service of notices on the body corporate. Address required on original strata plan only.

THE PROPRIETORS, STRATA PLAN No 879-81 THE BOULEVARDE, DULWICH HILL. 2203

Signatures seals statements of intention to create easements or restrictions as to user

THE COMMON SEAL of PANZARINO CONSTRUCTIONS PTY. LIMITED was hereunto duly affixed pursuant to a resolution of the Board of Directors and in the presence of:

PANZARINO CONSTRUCTIONS PTY. LIMITED COMMON SEAL

[signature]

[signature]

Signed in my presence by the [illegible] whose signature I am personally acquainted with [illegible]

[signature]

E. Sayad

A.G.C. (Aust.) [illegible] BY ITS ATTORNEY

[signature]

under Power of Attorney No. N586296

THE BOULEVARDE

28.56

THREE STORIED BRICK RESIDENTIAL FLAT BUILDING "SKY VIEW COURTS" NOS. 79 & 81 CAR SPACES IN BASEMENT

BALCONY

BALCONY

BCNY

BCNY

BCNY

D.P. 315697

47.195

D.P. 1444

50.29

STRATA PLAN 6520

11.8

6.12

40.435

48.44

218

D.P.

10 50 Table of mm 100 150

R753808 /Doc:SP 0008793 P /Rev:16-Oct-2007 /Sts:SC.OK /Prt:17-Jun-2015 17:13 /Pgs:ALL /Seq:1 of 3

/Src:M

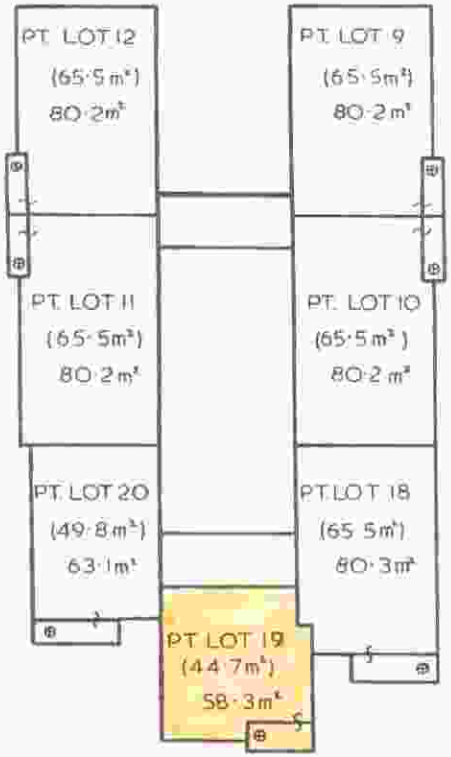
FORM 2

Sheet No 2 of 3 Sheets

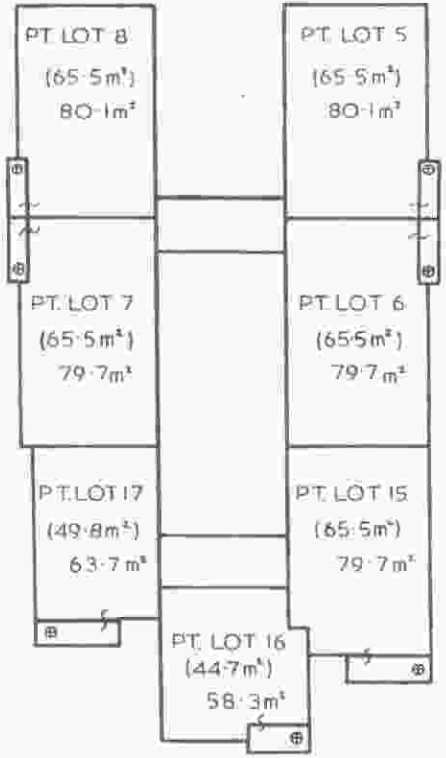
STRATA PLAN 8793



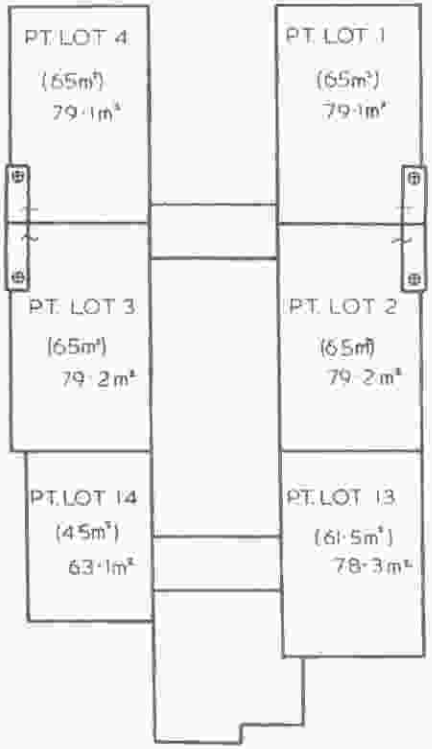
SECOND FLOOR



FIRST FLOOR



GROUND FLOOR



⊕ INDICATES A BALCONY

THE HEIGHT OF BALCONIES IS LIMITED TO 2 METRES ABOVE THE UPPER SURFACE OF BALCONY FLOOR LEVELS

THE APPROXIMATE FLOOR AREAS INCLUDE THE BALCONY FLOOR AREAS.

Reduction Ratio 1:250 Lengths in metres

Registered Surveyor

Council Clerk

Surveyors Reference ST 9911

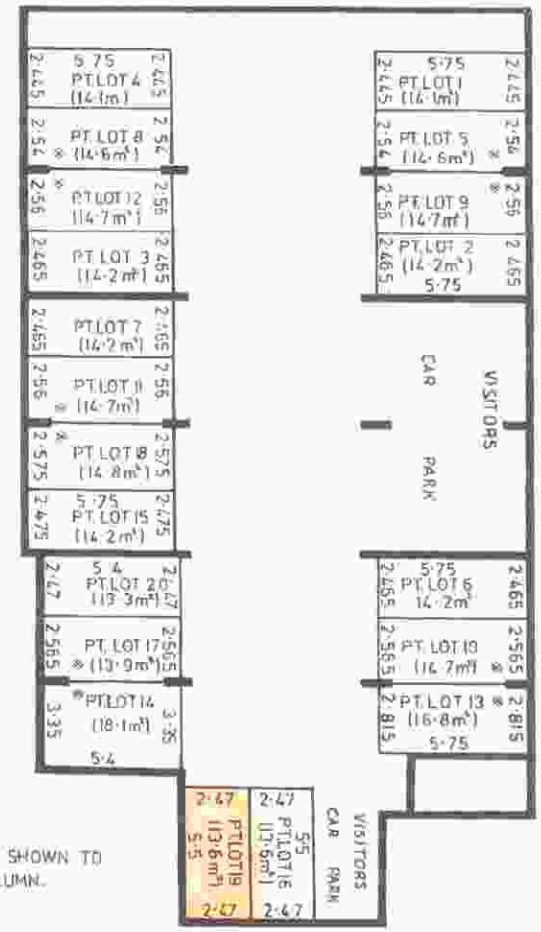
sq:8753808 /Doc:SP 0008793 P /Rev:16-Oct-2007 /Sts:SC.OK /Prt:17-Jun-2015 17:18 /Pgs:ALL /Seq:2 of 3
sF:1" = 5 /Src:M

FORM 2

Sheet No.3 of 3 sheets

STRATA PLAN 8793

BASEMENT GARAGES



* INDICATES DIMENSION SHOWN TO CENTRE LINE OF COLUMN.

AMENDED BY ME

4/11/1974

THE HEIGHT OF CAR SPACES EXTENDS FROM FLOOR SURFACE TO UNDERSIDE OF GROUND FLOOR

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	RESUBDIVISION
1	4	
2	4	
3	4	
4	4	
5	4	
6	4	
7	4	
8	4	
9	4	
10	4	
11	4	
12	4	
13	4	
14	3	
15	4	
16	3	
17	3	
18	4	
19	3	
20	3	
AGGREGATE	75	

Reduction Ratio 1:200 Lengths in metres

Registered Surveyor

Council Clerk

Req:R753808 /Doc:SP 0008793 B /Rev:16-Oct-2007 /Sts:SC.OK /Prt:17-Jun-2015 17:18 /Pgs:ALL /Seq:3 of 3
Ref:16-15 /Src:M

Form: 15CB
Licence: 98M111
Edition: 0106

CHANGE OF BY- LAW

New South Wales
Strata Schemes Management /
Real Property Act 1900

PRIVACY NOTE: this information is legally required and

8395661S

A) **TORRENS TITLE** For the common property: CP/SP. 8793

B) **LODGED BY**

LTO Box	Name Address or DX and Telephone	CODE
1W	C/- SOMERVILLE FIRST NATIONAL REAL ESTATE DX 21219 ASHFIELD Reference (optional): PH: 9797 0777	CB

C) The Owners-Strata Plan No. 8793 certify that pursuant to a resolution passed on 11th December 2001

and in accordance with the provisions of-

D)
- ~~section 54 of the Community Land Management Act 1994~~
- ~~section of the Strata Schemes (Freehold Development) Act 1973~~
- section 48 of the Strata Schemes Management Act 1996
- ~~order No of the Strata Schemes Adjudicator~~
- ~~order No of the Strata Schemes Board~~

the by-laws are changed as follows-

E) Repealed by-law No

Added by-law No. SPECIAL BY-LAW NO. 1

Amended by-law No

as fully set out below.

REFFER TO ANNEXURE (A)

F) The common seal of the Owners-Strata Plan No. 8793
was affixed on 27/2/02 in the presence of-
Names: Managing Agent, J. A. Somerville Pty Ltd
Signatures: Assistant Strata Manager, Amy Martin

STRATA PLAN No. 8793 THE PROPRIETORS COMMON SEAL

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

G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that Council has approved the change of by-laws set out herein.

Signature of authorised officer:

All handwriting must be in block capitals.

ANNEXURE (A)
STRATA PLAN NO. 8793
79 THE BOULEVARDE, DULWICH HILL

REGISTRATION OF SPECIAL BY LAW NO. 1

SPECIAL BY-LAW NO. 1

(a) In addition to the powers, authorities, duties and functions conferred or imposed on the owners corporation by the *Strata Schemes Management Act 1996*, and its by-laws, the Owners Corporation has the following additional powers, authorities, duties and functions:

(i) the power to acquire and install or arrange or authorise the installation of appliances or other form of system ('System') to facilitate the reception of cable and satellite television, media and telecommunications services by the lots and the common property including, without limitation, the power to acquire and install or arrange or authorise any television, microwave, satellite or other media aerials, antennas or dishes and associated wiring, cabling and equipment on and through the common property; and

(ii) the power and duty to repair, maintain, renew and replace any such System as may be necessary from time to time but on such terms as may be agreed with the owners corporation.

(b) The owner of a lot will be responsible at its cost:

(i) to connect its lot to the Service from the point on common property nominated by the owners corporation but only with the prior consent of the owners corporation as to the location and nature of that connection;

(ii) for the maintenance, repair, renewal or replacement (as the case may be) of any part of the System which is for the exclusive use and enjoyment of that lot (or equally prorata amongst those owners benefiting by the System where it or the relevant part of it is shared by some but not all lots), whether the relevant part of the System is located within the boundaries of that owner's lot or on the common property; and

(iii) to ensure that the provisions of paragraph (c) are complied with so far as any part of the System is the responsibility of that Owner under this by-law.



CONT. SPECIAL BY-LAW NO. 1

(c) any cabling or wiring installed by or at the request of any owner or occupier of a lot (whether in respect of a System or otherwise) must:

(i) be installed in concealed ductwork or conduit; and
(ii) not be visible on the surface of any wall of the common property,

without the prior written consent of the owners corporation which may be withheld in its absolute discretion unless the proposed installation will comply with the provisions of this paragraph.

(d) In the event that the owners corporation arranges for the repair, maintenance renewal or replacement of any part of the System which is the responsibility of a owner or some owners under this by-law, the cost of doing so will be recoverable by the owners corporation from that owner as a debt under S.60(3) of the *Strata Schemes Management Act, 1996.*

THE PROPRIETORS - STRATA PLAN No. 8793
COMMON SEAL

Req:R834416 /Doc:DL AC791827 /Rev:11-Dec-2006 /Sts:NO.OK /Prt:30-Jun-2015 16:47 /Pgs:ALL /Seq:1 of 3
Ref /Src:M

Form: 15CB
Licence: 98M111
Edition: 0106

CHANGE OF BY- LAWS

New South Wales
Strata Schemes Management Act 1
Real Property Act 1900

AC791827A

PRIVACY NOTE: this information is legally required and will become part of the public record

(A)**TORRENS TITLE**	For the common property: CP/SP. 8793	
(B)**LODGED BY**	LTO Box **1W**	Name Address or DX and Telephone C/- SOMERVILLE FIRST NATIONAL REAL ESTATE DX 21219 ASHFIELD Reference (optional): PH: 9797 0777
		CODE **CB**

(C) The Owners-Strata Plan No. 8793 certify that pursuant to a resolution passed on 22nd November 2006 and in accordance with the provisions of-

(D)
- ~~section 54 of the Community Land Management Act 1994~~
- ~~section of the Strata Schemes (Freehold Development) Act 1973~~
- section 47 & 52 of the Strata Schemes Management Act 1996
- ~~order No of the Strata Schemes Adjudicator~~
- ~~order No of the Strata Schemes Board~~

the by-laws are changed as follows-

(E) Repealed by-law No

Added by-law No. SPECIAL BY-LAW NO. 2 & 3

Amended by-law No

as fully set out below.

REFFER TO ANNEXURE (A)

(F) The common seal of the Owners-Strata Plan No. 8793 was affixed on 23/11/06 in the presence of-

Names: Managing Agent, J. A. Somerville Pty Ltd
Signatures: Assistant Strata Manager, Amy Martin

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

(G)**COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that Council has approved the change of by-laws set out herein.

Signature of authorised officer:

All handwriting must be in block capitals.

ANNEXURE (A)
STRATA PLAN NO. 8793
79 THE BOULEVARDE, DULWICH HILL

REGISTRATION OF SPECIAL BY-LAW NO. 2 & 3

SPECIAL BY-LAW NO. 2

THAT the owner or occupant of a lot in the strata scheme have the special privilege to install an air conditioner on the common property in such position as may be agreed by the executive committee and to connect it with the lot through common property in a manner in keeping with the appearance of the rest of the building and exclusive use of the common property on which the air conditioner sits or is attached and through which the connections pass strictly on the following conditions:

(a) the air conditioning system ("system") must be maintained in the position nominated by the owners corporation and the owner or occupant is responsible for all water penetration through the common property or the lot arising from the existence of the system;

(b) That the owner or occupant of the unit is responsible to maintain the air conditioner and the cubic space of the common property which it occupies, in good and serviceable condition, and the owner or occupant must repair and rectify any damage arising as a result of the works and the existence of the air conditioner.

(c) No alterations may be made to the system without the prior written consent of the owners corporation which may be subject to such conditions as it may require;

(d) The owner or occupant of the unit must comply with the terms of any written notice issued by the owners corporation in respect to the requirements of this by-law within the time stated in any such notice;

(e) The owner or occupant of the unit must obtain the prior consent of Marrickville Council, if necessary.

(f) In the event of the owner or occupant failing to comply with the terms of any written notice under clause (c) the owners corporation or its authorised agents may carry out any work required to ensure the amenity of the strata scheme and recover from the owner the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees);



SPECIAL BY-LAW NO. 2 (CONT).

(g) That the owner or occupant of the unit indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatever to any person, the common property in so far as that injury, loss or damage arises out of the works or the existence of the air conditioner;

(h) That the owner or occupant of the unit is to cover all costs associated with the installation.

(i) That the owner or occupant of the unit complies with By-Law No. 1 (Schedule 1 – *Strata Schemes Management Act, 1996)* at all times as follows:

"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".

SPECIAL BY-LAW NO. 3

(I) In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, and its by-laws, the Owners Corporation will have the following additional powers and functions:

(a) the power to acquire and install appliances or other form of system ('security system') to preserve the security of the lots and the common property including but without limiting the generality of this power, the power to acquire and install an intercom system and additional security doors or gates or both to restrict access to the lots and common property;

(b) the power and the duty to repair maintain renew and replace any such appliances or systems as may be necessary from time to time;

(ii) The owner of a lot will be responsible for the maintenance repair renewal or replacement (as the case may be) of any part of the security system installed pursuant to Special By-Law No. 3 (i)(a) which is located within the boundaries of his lot. In the event that the Owners Corporation arranges for the maintenance repair renewal or replacement of that part of the security system which is the responsibility of the Owner pursuant to Special By-Law No. 3 (ii) the cost of doing so will be recoverable by the Owners Corporation from the Owner as a debt under s.63 (3) of the *Strata Schemes Management Act, 1996.*



eq:8834417 /Doc:DL AF326981 /Rev:23-Feb-2010 /Sts:SC.OK /Prt:30-Jun-2015 16:47 /Pgs:ALL /Seq:1 of 4
ef: /Src:M

Form: 15CB
Licence: 98M111
Edition: 0702

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AF326981N

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) **FOLIO OF THE REGISTER** For the common property CP|SP 8793

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
1W	MCM STRATA REGISTRATIONS 8 HILLCREST AVENUE, ASHFIELD 2131 Reference (optional): PHONE: 0412.446091	CB

(C) The Owners-Strata Plan No 8793 certify that pursuant to a resolution passed on 10TH FEBRUARY, 2010 and in accordance with the provisions of—

(D)
- section 54 of the Community Land Management Act 1989
- section ..... of the Strata Schemes (Freehold Development) Act 1973
- section 47 of the Strata Schemes Management Act 1996
- order No ..... of the Strata Schemes Adjudicator
- order No ..... of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by-law No 14 (SCHEDULE 1)
Added by-law No SPECIAL BY-LAW NO. 4
Amended by-law No .....
as fully set out below:

REFER TO ANNEXURE 'A'

THE PROPRIETORS - STRATA PLAN No. 8793
COMMON SEAL

(F) The common seal of the Owners-Strata Plan No 8793 was affixed on 18TH FEB. 2010 in the presence of—

Signature(s)

Name(s) MARIA MAIRE

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

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that ..... has approved the change of by-laws set out herein.

Signature of authorised officer .....

Name of authorised officer ..... Position of authorised officer .....

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

A set of instructions for completing this form is available from the Department of Lands, Land and Property Information Division

sq:R834417 /Doc:DL AF326981 /Rev:23-Feb-2010 /Sts:SC.OK /Prt:30-Jun-2015 15:47 /Pgs:ALL /Seq:2 of 4
af:1 5 /Src:M

ANNEXURE 'A'

STRATA PLAN NO. 8793 - 79-81 THE BOULEVARDE, DULWICH HILL

Special By-Law No.4 - Floor Coverings and Surfaces

4.1 Introduction

This by-law sets out the rules that apply in relation to the floor coverings and surfaces in your lot. The by-law also contains the rules you must follow if you want to change the floor coverings or surfaces in your lot.

4.2 Changes to Floor Coverings Require Approval

An owner or occupier of a lot must not change any of the floor coverings or surfaces of the lot including acoustic coverings or underlay without the prior written approval of the owners corporation.

4.3 How Does an Owner or Occupier Obtain Approval?

(a) An owner or occupier of a lot who wishes to change any of the floor coverings or surfaces of the lot must make a written application to the owners corporation for approval.

(b) The application must be sent to the secretary of the owners corporation or the strata managing agent of the owners corporation.

(c) The application must contain information about the proposed floor coverings or surfaces including their type (e.g. woollen carpet, ceramic tiles, jarrah timber floor boards, etc), brand and acoustic properties.

(d) Before determining an application, the owners corporation may request additional information to supplement the information contained in an application but it must not act unreasonably when doing so ("supplementary information").

(e) (i) It will be reasonable for the owners corporation to request as supplementary information evidence that the proposed floor coverings or surfaces meet the acoustic standards specified in clause 1.6 of this by-law.

(ii) The owners corporation may request such evidence as it reasonably requires including evidence in the form of:

(A) the product brochure from the manufacturer of the proposed floor coverings or surfaces (if this exists), or

(B) a report from a qualified acoustic engineer addressed to the owners corporation certifying that the proposed floor coverings or surfaces meet the acoustic standards specified in clause 4.6 of this by-law.

4.4 Owners Corporation May Give or Withhold Approval

(a) The owners corporation may:

(i) grant its approval to an application with or without conditions, or



(ii) withhold its approval to an application but it must not act unreasonably when doing so.

(b) The owner or occupier concerned must comply with any conditions of approval given by the owners corporation together with any conditions set out in this by-law.

4.5 When Can the Owners Corporation Withhold Approval?

Without limiting the circumstances in which the owners corporation may withhold its approval to an application, it will be reasonable for the owners corporation to withhold its approval if:

(a) the proposed floor coverings or surfaces will not be covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of the lot of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot, or

(b) the acoustic standards specified in clause 1.6 of this by-law will not be met by the proposed floor coverings or surfaces.

4.6 Conditions To Be Met When Changing Floor Coverings

(a) The proposed floor coverings or surfaces must be laid in a proper and workmanlike manner by licensed contractors using materials which are fit for their intended purpose causing minimal disturbance to other occupiers.

(b) The proposed floor coverings or surfaces must be laid within a reasonable period.

(c) The proposed floor coverings or surfaces must have acoustic properties that meet the acoustic standards for floor coverings in apartment buildings of the same type as the building that are prescribed by the Building Code of Australia or the Australian Standards at the time the application to lay the proposed floor coverings or surfaces is made to the owners corporation.

(d) After the proposed floor coverings or surfaces are laid, the owner or occupier of the lot must ensure that they comply with the conditions specified in clause 1.7 of this by-law.

4.7 Conditions to be Met for All Floor Coverings (New or Old)

(a) An owner or occupier 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.

(b) For the purposes of this by-law, any floor space within a lot that does not have acoustic properties that meet the acoustic standards for floor coverings in apartment buildings of the same type as the building that are prescribed by the Building Code of Australia or the Australian Standards from time to time will not comply with clause 1.7(a) of this by-law.

(c) For the avoidance of doubt, if the acoustic standards for floor coverings in apartment

Australia or the Australian Standards from time to time are revised, as a result of which the floor space within a lot no longer complies with those acoustic standards, the owner or occupier of the lot must take steps to ensure that the floor space complies with those revised standards.

4.8 Breach of this By-Law

If an owner or occupier is in breach of any condition of this by-law and fails to rectify that breach within 28 days of service of a notice from the owners corporation requiring rectification of the breach, the owners corporation may:

(a) rectify the breach of the by-law by any lawful means, and

(b) recover as a debt from the owner or occupier the costs of the owners corporation incurred rectifying any breach of this by-law together with the expenses incurred by the owners corporation in recovering those costs.

4.9 Wet Areas

This by-law does not apply to floor space comprising a laundry, lavatory or bathroom.

THE PROPRIETORS - STRATA PLAN No. 8793
COMMON SEAL

THE PROPRIETORS - STRATA PLAN No. 8793
COMMON SEAL

Req:R834421 /Doc:DL AJ004169 /Rev:06-Nov-2014 /Sts:NO.OK /Prt:30-Jun-2015 16:47 /Pgs:ALL /Seq:1 of 8
Ref:[illegible]685 /Src:M

Form: 15CB
Licence: 98M111
Edition: 0911

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 1
Real Property Act 1900

AJ4169J

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the... 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/SP 8793

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	MCM STRATA REGISTRATIONS 8 HILLCREST AVENUE, ASHFIELD NSW 2131 Reference (optional): MARIA MAIRE (PH. 0412445021)	CB

(C) The Owners-Strata Plan No 8793 certify that pursuant to a resolution passed on 29TH AUGUST 2014

(D) and in accordance with the provisions of SECTION 52 OF STRATA SCHEMES MANAGEMENT ACT, 1996 (AS AMENDED).
the by-laws are changed as follows—

(E) ~~Repealed by-law No.~~
Added by-law No. SPECIAL BY-LAWS NO 4 - BALCONY DOORS (LOT 11).
~~Amended by-law No.~~
as fully set out below:

REFER TO ANNEXURE 'A'

THE PROPRIETORS - STRATA PLAN NO 8793
COMMON SEAL

(F) The common seal of the Owners-Strata Plan No 8793 was affixed on 15TH SEPT 2014 in the presence of—

Signature(s)

Name(s) MARIA MAIRE, STRATA MANAGER

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

ANNEXURE (A)
STRATA PLAN NO. 8793
"79 THE BOULEVARD, DULWICH HILL"

Special By-Law No. 4 – Balcony Doors (Lot 11)

1. Introduction

1.1 This by-law authorises Works to be conducted on Common Property by the Owner.

1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

"**Common Property**" means the common property for the Strata Scheme.

"**Development Act**" means the *Strata Schemes (Freehold Development) Act 1973.*

"**Executive Committee**" means the executive committee of the Owners Corporation.

"**Lot**" means lot 11 within the Strata Scheme.

"**Management Act**" means the *Strata Schemes Management Act 1996.*

"**Owner**" means the owner of the Lot for the time being.

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

THE PROPRIETORS - STRATA PLAN No 8793
COMMON SEAL

"**Strata Managing Agent**" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"**Strata Plan**" means the strata plan for the Strata Scheme.

"**Strata Scheme**" means the Strata Scheme in respect of which this by-law applies.

"**Strata Legislation**" means the Development Act and the Management Act.

"**Works**" means replacing the existing balcony door with two smaller doors, with no change to the frame or structure of the door.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,



2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 The Owner may and is given a special privilege to conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:



4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;

4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than $10 million in respect of any claim noting the interests of the Owners Corporation on the policy,

4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law, and the Owners Corporation is under no obligation to seal this by-law until those costs have been paid.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 **During the Conduct of the Works**

4.2.1 During the Works the Owner must:

4.2.1.1 **Standard of Workmanship**
ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 **Debris**
ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.3 **Storage of Building Materials on Common Property**
make sure that no building materials are stored on Common Property,



4.2.1.4 **Times for Renovations**
ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and 8am – 1pm Saturday are not performed on Sundays or public holidays,

4.2.1.5 **Times for Operation of Noisy Equipment**
make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 7.30am – 3.00pm Monday – Friday and 8am – 1pm Saturday,

4.2.1.6 **Interruption to Services**
give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television and cable television,

4.2.1.7 **Costs of Works**
pay all costs associated with the Works,

4.2.1.8 **Comply with All Laws**
comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.9 **Right of Access**
give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.2 After the Conduct of the Works

4.2.2 After the Works are complete, the Owner must:

4.2.2.1 promptly notify the Owners Corporation that the Works are complete,

4.2.2.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works,



4.2.2.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.3 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

4.4 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.5 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:



5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

THE PROPRIETORS - STRATA PLAN No. 8793

SEAL

Standard Form
Residential Tenancy Agreement

CAMPION REALTY

THIS AGREEMENT is made on 26.9.14 at Petersham 2049

BETWEEN

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

Name(s): David Nalty

Address for services of notices (can be agent's address)

Phone (of landlord or agent):

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

Name(s): Ivan Bozic

Address (for services of notices if different to address of premises, e.g. business address):
19/79-81 The Boulevard Dulwich Hill NSW 2203

Home Phone:

Work Phone:

Home Fax:

Work Fax:

Mobile: 0432905991

Email: jbozic73@yahoo.com.au

Landlord's agent details *[Insert name of landlord's agent (if any) and contact details]*

Name: Campion Realty

Address: 39 New Canterbury Road Petersham 2049

Phone: **Fax:** **Email:**

Tenant's agent details *[Insert name of tenant's agent (if any) and contact details]*

Name:

Address:

Phone: **Fax:** **Email:**

Term of agreement

The term of this agreement is: 12 months

starting on 26.9.14 and ending on 25.9.15 *(cross out if not applicable)*

Residential premises

The residential premises are *[Insert address]*

19/79-81 The Boulevarde Dulwich Hill NSW

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

Rent

The rent is $ 370 per week payable in advance starting on 26.9.14

rent increase to $1521.00 per month from October 21, 2012

The method by which the rent must be paid:

(a) to Campion Realty Pty Ltd at

by cash or cheque, or

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

BSB number: 062 227

Account number: 10161507

Account name: Campion Realty Pty Ltd

Payment reference: 1106 , or

(c) As follows:

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 $ 1480 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 1 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: Telephone:

Plumbing repairs: Telephone:

Other repairs: Telephone:

Water usage

Will the tenant be required to pay separately for water usage? 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

If yes, see clause 35.

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

CAMPION PLAITY

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 the 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 Consumer, Trader and Tenancy Tribunal.

RENT REDUCTIONS

7. **The landlord agrees** that 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:

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

of 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 neatly 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

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

(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 Consumer, Trader and Tenancy 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

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

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 Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy 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 landlord's 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 landlord's agent changes, 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

[Tick here [ ] and cross out clause 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 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, 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

[Tick here [ ] and cross out 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 Consumer, Trader and Tenancy 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

[Tick here [ ] and cross out 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.

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

[Tick here [ ] and cross out clause if not applicable]

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, *[specify amount]*.

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. 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.

[Tick here [ ] and cross out clause if not applicable]

44. **The landlord agrees** that the tenant may keep the following animals on the residential premises

[Tick here [ ] and cross out clause if not applicable]

45. **The tenant agrees** to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy

ADDITIONAL TERM – CONDITION REPORT FROM PRECEDING AGREEMENT

46. If this agreement is the renewal of a pre-existing tenancy agreement for the property between the landlord and tenant then the landlord and tenant agree to use the condition report for the preceding residential tenancy agreement entered into by the tenant and dated to form part of this tenancy agreement.

47. ADDITIONAL TERM – SPECIAL CONDITIONS FOR FLATS AND BY-LAWS

47.1 Premises that are subject to Clause 35, the tenant will comply with the by-laws and or management statements that apply to the premises

47.2 Premises to which the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989* does not apply, such as flats, the tenant agrees to observe and comply with the special conditions that have been adopted where relevant from the Model By-Laws contained in the *Strata Schemes Management Regulation 2010*, Schedule 2 and are set out in Schedule 1 of this agreement. For the words written therein "owner or occupier" insert instead the words "the tenant", for "owners corporation" insert instead "landlord", for "lot" insert instead "premises or flat", "the Act" insert instead the words "*Strata Schemes Management Act 1996*" and for "strata scheme" insert instead "the block".

ADDITIONAL TERM - HEALTH ISSUES

48. **The tenant agrees to:**

48.1 control mould, mildew and dampness by adopting a regular cleaning routine, ensure adequate ventilation, operate exhaust fans where fitted and lifestyle practices that reduce the accumulation of condensation, and

48.2 keep the premises clear of any pests and vermin, and

48.3 advise the landlord/landlord's agent promptly of any signs of dampness, pests or vermin

ADDITIONAL TERM - NO SET OFF

49. The tenant shall not deduct any money from rent or cease to pay rent as a set off against any rental bond without the approval of the landlord or the landlord's agent

ADDITIONAL TERM - PROCEDURE ON TERMINATION

50. The tenant shall upon termination of this agreement:

50.1 vacate the premises peaceably and return all keys and or opening devices. If the tenant fails to do so, the tenant shall be liable to pay an occupation fee (equivalent to the rent payable) until the keys and/or opening devices are returned to the landlord or the landlord's agent and or compensate the landlord for changing the locks or other opening devices to reasonably secure the premises. The landlord may seek an order from the Consumer, Trader and Tenancy Tribunal to recover the occupation fee and/or compensation from the tenant and

50.2 provide a forwarding address to the landlord.

ADDITIONAL TERM - COMMUNICATION AND MEDIA FACILITIES

51. The Landlord makes no warranty as to the availability or adequacy of any line or service for the telephone or internet, and digital, cable or analogue television and the tenant leases the property relying on his or her own enquiries.

ADDITIONAL TERM – CARE OF SWIMMING POOL

52. Unless the landlord and tenant have agreed in writing to contrary the following clause applies in the event the property being leased includes a swimming pool.

52.1 The tenant will daily or as often as necessary vacuum and clean away leaves and other debris.

52.2 The tenant will daily or as often as necessary brush the walls of the pool to remove any build-up of slime or other such moulds.

52.3 The tenant will regularly inspect the leaf baskets and remove any build-up of debris.

52.6 The tenant will ensure the level of the water in the pool remains above the filter inlet at all times.

52.7 The tenant will inform the landlord or the landlord's agent as soon as possible of any problems with the pool or pool equipment

52.8 Then tenant will never interfere with or alter the operation of any safety fence or gate by such means as propping the gate open or in any way allowing unhindered access to the pool, and

52.9 The tenant will never leave any kind of item near the safety gate or fence which would permit a child to gain access to the pool area.

ADDITIONAL TERM – INSURANCE

53. The tenant is advised that the landlord is not responsible to insure the tenant's own possessions (contents and personal effects).

ADDITIONAL TERM – TENANCY DATABASES

54. The tenant may be listed on a tenancy database(s) if the tenant vacates owing funds in excess of the bond and/or an order is obtained from the Consumer Trader and Tenancy Tribunal.

SCHEDULE 1 SPECIAL CONDITIONS FOR FLATS

1. Noise

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

2. Vehicles

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

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4. Damage to lawns and plants on common property

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

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

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

5. Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

(2) An approval given by the owners corporation under 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 to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children, or

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

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

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

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.

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

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

10. Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

11. Preservation of fire safety

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

12. Cleaning windows and doors

An owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

13. Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14. Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

15. Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

16. 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).

17. Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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.

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

UNIQUE PROPERTY

19/79-81 The Boulevarde Dulwich Hill

Ivan Bozic

SPECIAL CONDITIONS

1. MAINTENANCE: The tenant agrees to report all maintenance issues in writing to our office and that required repairs arising out of their failure to regularly clean or properly care for any appliance shall be at their expense.

2. WATER USAGE: The tenant agrees to reimburse the Landlord or the Landlord's Agent for all water usage charges as specified on the Sydney Water quarterly rates notice for the duration of the Tenancy. The tenant agrees to pay these charges within seven (7) working days of receiving the invoice.

3. PETS: No provision has been made in this Tenancy Agreement for the Tenant/s to keep any animals or pets in or about the property unless the tenant has written permission from the landlord (see clause attached if applicable).

4. WALLS: The Tenant agrees not to attach or place any adhesives, hooks, nails or other fixtures to any of the surfaces in the property without prior written consent from the Owner.

5. FLOOR COVERINGS: The tenant agrees to ensure that carpets are left in a clean condition prior to vacating the premises and should be professionally cleaned if so required. No pot plants or other such items shall be placed directly on internal floor surfaces or outdoor paving without drip trays beneath them. The tenant agrees to ensure that felt pads or protective coverings are to be placed under all furniture during occupancy; any damage to polished floors will be the tenant's responsibility with the exception of fair wear and tear. If the property is carpeted then they are to be left in a clean condition prior to vacating the premises and should be professionally steam cleaned if so required. No pot plants or other such items shall be placed directly onto internal floor or outdoor paving without drip trays beneath them.

6. GARDENING: It is a condition of the lease agreement that in the event the property has a garden or outdoor area (excluding strata common areas) that the gardens are maintained by the tenant/s at all times unless the tenant has written advice from the landlord advising otherwise (see clause if applicable).

7. PHONE: Should the tenant decide to connect a telephone, the landlord/agent must be advised of the telephone number immediately and must be disconnected prior to vacating the premises.

8. PHONE/CABLE TV/INTERNET SERVICES: Additional connection points to any service may only be made with the owner's written permission, and the tenant agrees to pay for any connection and disconnection costs incurred when vacating the premises.

9. UNNECESSARY SERVICE CALLS: When a tenant requests the owner to send a serviceman or tradesman to the property for a repair and the callout is deemed unnecessary (e.g. - the problem is user error) the tenant agrees to pay for the cost of the service call.

10. STATUS QUO: The tenant accepts the property in its "as viewed" condition and shall not request the landlord to make improvements.

11. OCCUPANT SAFETY: The Tenant agrees and accepts full responsibility for the safety of any occupants and all members of their families and pets as well as any visitors to the property, and indemnifies the Landlord and/or the Agent for any claims which may arise during the term of this Agreement or any variation or extension thereof.

12. CONDITION REPORT: The tenant agrees to return their copy of the condition report for the subject premises signed & dated within seven (7) days after the commencement of the lease, otherwise it will be acknowledged by the tenant that the premises were in the condition as detailed in the condition report submitted by the agent.

13. TERMINATION PRIOR TO EXPIRATION: In the event the lease has to be terminated by the tenant before the expiration of the lease, the procedure is to be as follows:
(a) Tenant to advise the agent in writing as soon as practical.
(b) The tenant to allow reasonable access for the agent to re-lease the premises.
(c) The tenant to continue to pay rent until a new tenant is found.
(d) The tenant is liable for all re-letting costs.
(e) The tenant is liable for advertising costs should the agent require to advertise the property.

14. ARREARS POLICY: If a tenant fails to make their rental payments then the tenant agrees that their Property Manager shall take the relevant steps in recovering the rent. These steps may include phone calls on a regular basis, letters posted in the mail, text messaging, and email. If in the case the rental payment is not made and the tenant should become 14 days in arrears a reminder notice will be sent to the tenant/s.

SIGNED TENANT:

SIGNED: For and behalf of the owner

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 Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND 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 Tenant

Signature of Witness

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

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

NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or

Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or

your local Tenants Advice and Advocacy Service at www.tenants.org.au

MARRICKVILLE council

PLANNING CERTIFICATE UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979.

Cert. No.: PC201501094
Page No: 1 of 19
Date: 23/06/2015

APPLICANT
CHARLES R XUEREB & CO
Suite 602, Level 6, 109 Pitt Street
SYDNEY NSW 2000

RECEIVED
24 JUN 2015

PROPERTY
19/79-81 The Boulevarde
DULWICH HILL NSW 2203
Lot 19 SP 8793

PROPERTY NO.
25327

REFERENCE

In accordance with the requirements of section 149 of the Environmental Planning and Assessment Act 1979, the following prescribed matters relate to the land at the date of this certificate.

ITEM 1

Names of relevant planning instruments and DCPs

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

1. The following environmental planning instruments apply to the land:

- Marrickville Local Environmental Plan 2011
- deemed S.E.P.P. (Sydney Harbour Catchment) 2005
- S.E.P.P. No. 19 Bushland in Urban Areas
- S.E.P.P. No. 21 Caravan Parks
- S.E.P.P. No. 30 Intensive Agricultures
- S.E.P.P. No. 32 Urban Consolidation (Redevelopment of Urban Land)
- S.E.P.P. No. 33 Hazardous and Offensive Development
- S.E.P.P. No. 50 Canal Estates
- S.E.P.P. No. 53 Transitional Provisions
- S.E.P.P. No. 55 Remediation of Land
- S.E.P.P. No. 62 Sustainable Aquaculture
- S.E.P.P. No. 64 Advertising and Signage
- S.E.P.P. No. 65 Design Quality of Residential Flat Development
- S.E.P.P. (Housing for Seniors or People with a Disability) 2004

Phone 02 9335 2222
Fax 02 9335 2029

ENGLISH

IMPORTANT

This letter contains important information. If you do not understand it, please ask a relative or friend to translate it or come to Council and discuss the letter with Council's staff using the Telephone Interpreter Service.

GREEK

ΣΗΜΑΝΤΙΚΟ

Αυτή η επιστολή περιέχει σημαντικές πληροφορίες. Αν δεν τις καταλαβαίνετε, παρακαλείστε να ζητήσετε από ένα συγγενή ή φίλο να σας τις μεταφράσει ή να έλθετε στα γραφεία της Δημαρχίας και να συζητήσετε την επιστολή με προσωπικό της Δημαρχίας χρησιμοποιώντας την Τηλεφωνική Υπηρεσία Διερμηνέων.

PORTUGUESE

IMPORTANTE

Este carta contém informação importante. Se não o compreender peça a uma pessoa de família ou a um/a

ARABIC

هـام

تحتوي هذه الرسالة معلومات هامة. فإذا لم تستوعبوها يرجى أن تطلبوا من أحد أقربائكم أو أصدقائكم شرحها لكم، أو تفضلوا إلى البلدية واجلبوا الرسالة معكم لكي تناقشوها مع أحد موظفي البلدية من خلال الإستعانة بخدمة الترجمة الهاتفية

VIETNAMESE

THÔNG TIN QUAN TRỌNG

Nội dung thư này gồm có các thông tin quan trọng. Nếu đọc không hiểu, xin quý vị nhờ thân nhân hay bạn bè dịch giùm hoặc đem đến Hội đồng Thành phố để thảo luận với nhân viên qua trung gian Dịch vụ Thông dịch qua Điện thoại.

MANDARIN

重要资料

本信写有重要资料。如果不明白，请亲友为您翻译，或到市政府来，通过电话传译服务，与市政府工作人

- S.E.P.P. (Building Sustainability Index: BASIX) 2004
- S.E.P.P. (Major Development) 2005
- S.E.P.P. (Mining, Petroleum Production and Extractive Industries) 2007
- S.E.P.P. (Miscellaneous Consent Provisions) 2007
- S.E.P.P. (Infrastructure) 2007
- S.E.P.P. (Exempt and Complying Development Codes) 2008
- S.E.P.P. (Affordable Rental Housing) 2009

*Any enquiries regarding these State Planning Policies should be directed to the Department of Planning on: **1300 305 695 or 02 9228 6333.** Information can also be obtained from the Department's website at http://www.planning.nsw.gov.au*

(1) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

2. The following proposed environmental planning instruments apply to the land:

- Draft Marrickville Local Environmental Plan 2011 Amendment No. 2

Any enquiries regarding Draft Marrickville Local Environmental Plan 2011 Amendment No.2 should be directed to Marrickville Council on (02) 9335 2222.

(2) The name of each development control plan that applies to the carrying out of development on the land.

3. The following development controls plan (D.C.P) apply to the land:

- Marrickville Development Control Plan 2011

ITEM 2

Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,

(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

(d) the purposes for which the instrument provides that development is prohibited within the zone,

(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,

(f) whether the land includes or comprises critical habitat,

(g) whether the land is in a conservation area (however described),

(h) whether an item of environmental heritage (however described) is situated on the land.

* Note: The relevant current environmental planning instrument is Marrickville Local Environmental Plan 2011

** Note: The relevant proposed environmental planning instrument is Draft Marrickville Local Environmental Plan 2011 Amendment No. 2

Item 2 (a), (b), (c) & (d) – Zoning and Land use table

CURRENT ENVIRONMENTAL PLANNING INSTRUMENT:

MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011

R1 - General Residential

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 provide for office premises and retail premises in existing buildings designed and constructed for commercial purposes.

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; Group homes; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Bulky goods premises; Business premises; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Dual occupancies; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Garden centres; Hardware and building supplies; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Landscaping material supplies; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Plant nurseries; Pubs; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural supplies; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Storage premises; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT:

DRAFT MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011 AMENDMENT No. 2

There are NO proposed changes to the current Marrickville Local Environmental Plan 2011 to this land(s) for this item

Item 2 (e) – Minimum land dimensions

CURRENT ENVIRONMENTAL PLANNING INSTRUMENT:

MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011

There are NO minimum land dimensions for the erection of a dwelling house on the land. All applications for the erection of a dwelling house will be assessed in accordance with the Environmental Planning and Assessment Act, 1979.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT:

DRAFT MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011 AMENDMENT No. 2

There are NO proposed changes to the current Marrickville Local Environmental Plan 2011 for this land(s) for this item.

Item 2 (f) – Critical habitat

CURRENT ENVIRONMENTAL PLANNING INSTRUMENT:

MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011

The land DOES NOT include or comprise critical habitat.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT:

DRAFT MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011 AMENDMENT No. 2

There are NO proposed changes to the current Marrickville Local Environmental Plan 2011 for this land(s) for this item.

Item 2 (g) – Conservation Area

CURRENT ENVIRONMENTAL PLANNING INSTRUMENT:

MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011

The land IS NOT within a heritage conservation area referred to in Schedule 5 of Marrickville Local Environmental Plan 2011

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT:

DRAFT MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011 AMENDMENT No. 2

There are NO proposed changes to the current Marrickville Local Environmental Plan 2011 to this land(s) for this item.

Item 2 (h) – Heritage Item

CURRENT ENVIRONMENTAL PLANNING INSTRUMENT:

MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011

An item of environmental heritage IS NOT situated on the land under Marrickville Local Environmental Plan 2011

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT:

DRAFT MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011 AMENDMENT No. 2

There are NO proposed changes to the current Marrickville Local Environmental Plan 2011 to this land(s) for this item

ITEM 2A

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

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

The land IS NOT land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies.

ITEM 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.

Please note: The following land-based affectations may affect only part of the land parcel: ANEF25+, Acid Sulfate Soils, Heritage Item (Local and State), Heritage Conservation Area, Heritage Interim Order, Foreshore Building Line and Land Reserved for Acquisition. Please check the planning maps to determine the extent of the affectation(s) to establish if Complying Development is allowed on part of the land parcel.

General Housing Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Housing Alterations Code

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

General Development Code

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

Commercial and Industrial Alterations Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

ITEM 4

Coastal protection

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.

No.

ITEM 4A

Certain information relating to beaches and coasts

(1) In relation to a coastal council – whether an order has 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), except where the council is satisfied that such an order has been fully complied with.

NO order has been made under Part 4D of the *Coastal Protection Act 1979.*

(2) In relation to a coastal council:

(a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

Council HAS NOT been notified under Section 55X of the *Coastal Protection Act 1979.*

(b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Not Applicable

ITEM 4B

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

In relation to a coastal council – whether the owner (or any previous owner) of the land has 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).

The land IS NOT subject to any annual charges under Section 496B of the *Local Government Act 1993.*

ITEM 5

Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961.*

No.

ITEM 6

Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) any environmental planning instrument, or
(c) any resolution of the council.

The land IS NOT affected by a road widening or road realignment under:
(i) Part 3 Division 2 of the Roads Act 1993
(ii) any environmental planning instrument; or
(iii) any resolution of the Council

ITEM 7

Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:
(a) adopted by the council, or
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

- Council HAS adopted by resolution and in accordance with S.72 of the Environmental Planning & Assessment Act, 1979 a development control plan incorporating Council's policy on contaminated land. The Plan has been prepared substantially in accordance with State Environmental Planning Policy No. 55, and the Contaminated Land Planning Guidelines. This policy may affect development of land:

  (a) which is affected by contamination;
  (b) which has been used for certain purposes;
  (c) in respect of which there is not sufficient information about contamination;
  (d) which is proposed to be used for certain purposes;
  (e) in other circumstances contained in the development control plan and policy;

  and in some cases may restrict the development of land.

- Council HAS NOT by resolution (aside from the matters raised in the above item(s)) adopted a policy to restrict the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

- Council HAS received no notification of the type described in item 7(b) from a public authority of a policy adopted by that authority that restricts the development of the land because of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

ITEM 7A

Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

CURRENT ENVIRONMENTAL PLANNING INSTRUMENT:

MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011

No.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT:

DRAFT MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011 AMENDMENT No. 2

There are NO proposed changes to the current Marrickville Local Environmental Plan 2011 to this land(s) for this item.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

CURRENT ENVIRONMENTAL PLANNING INSTRUMENT:

MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011

No.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT:

DRAFT MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011 AMENDMENT No. 2

There are NO proposed changes to the current Marrickville Local Environmental Plan 2011 to this land(s) for this item.

(3) Words and expressions in this clause have the same meaning as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plan) Order 2006.*

ITEM 8

Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

CURRENT ENVIRONMENTAL PLANNING INSTRUMENT:

MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011

The land IS NOT reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act, under:

(i) any environmental planning instrument
(ii) deemed environmental planning instrument; or
(iii) draft environmental planning instrument

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT:

DRAFT MARRICKVILLE LOCAL ENVIRONMENTAL PLAN 2011 AMENDMENT No. 2

There are NO proposed changes to the current Marrickville Local Environmental Plan 2011 to this land(s) for this item.

ITEM 9

Contributions plans

The name of each contributions plan applying to the land.

- Marrickville Section 94/94A Contributions Plan 2004.
- Marrickville Section 94/94A Contributions Plan 2014.

ITEM 9A

Biodiversity certified land

If the land is biodiversity certified land (within the meaning of *Part 7AA of the Threatened Species Conservation Act 1995*) a statement to that effect.

The land IS NOT biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995).

ITEM 10

Biobanking agreements

If the land is land to which a biobanking agreement under *Part 7A of the Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

The land IS NOT land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates.

ITEM 11

Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land IS NOT bush fire prone land.

ITEM 12

Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No.

ITEM 13

Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No.

ITEM 14

Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

ITEM 15

Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
   (i) the period for which the certificate is current, and
   (ii) that a copy may be obtained from the head office of the Department of Planning, and

(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Item 15(a)

There IS NOT a current site compatibility certificate (seniors housing) relating to the land

Item 15(b)

There ARE NO applicable terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land

ITEM 16

Site compatibility certificate for Infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
(a) the period for which the certificate is valid, and
(b) that a copy may be obtained from the head office of the Department of Planning.

There IS NOT a current site compatibility certificate (infrastructure) relating to the land

ITEM 17

Site compatibility certificate and conditions affecting affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
(a) the period for which the certificate is current, and
(b) that a copy may be obtained from the head office of the Department of Planning.

(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (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.

Item 17(1)

There IS NOT a current site compatibility certificate (affordable rental housing) relating to the land

Item 17(2)

There ARE NO applicable terms of a kind referred to in clause 17(1) or 38(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

ITEM 18

Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil.

(2) The date of any subdivision order that applies to the land.

Not applicable.

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

ITEM 19

Site verification certificates

(1) A statement of whether there is a current site verification certificate, of which council is aware, in respect of the land and, if there is a certificate, the statement is to include:

a) the matter certified by the certificate, and

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.*

b) the date on which the certificate ceases to be current (if any), and
c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure

Not applicable.

OTHER ITEMS (i)

Section 23 exemption or Section 24 authorisation

Whether an exemption under Section 23 or an authorisation under section 24 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* No 1 has been issued by the Co-ordinator General in relation to the land.

An exemption under Section 23 or an authorisation under Section 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 No 1 HAS NOT been issued by the Co-ordinator General in relation to the land.

OTHER ITEMS (ii)

Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the *Contaminated Land Management Act 1997* prescribes the following additional matters that are to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

(b) that the land to which the certificate relates is subject to a management order within the meaning of the Act - if it is subject to such an order at the date when the certificate is issued,

No.

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act - if it is subject to such an order at the date when the certificate is issued,

No.

(e)	that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

Information provided in this planning certificate is in accordance with the matters prescribed under Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

Council draws your attention to Section 149 (6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

This is the end of the Certificate as prescribed under section 149(2) of the Environmental Planning and Assessment Act 1979.

Please contact the Planning Services Section for further information about any instruments or affectations referred to in the Certificate.

MARCUS ROWAN
MANAGER, PLANNING SERVICES

Appl. ..ion No. 9159233 Created on 30/06/2015 16:32:37

SEWERAGE SERVICE DIAGRAM

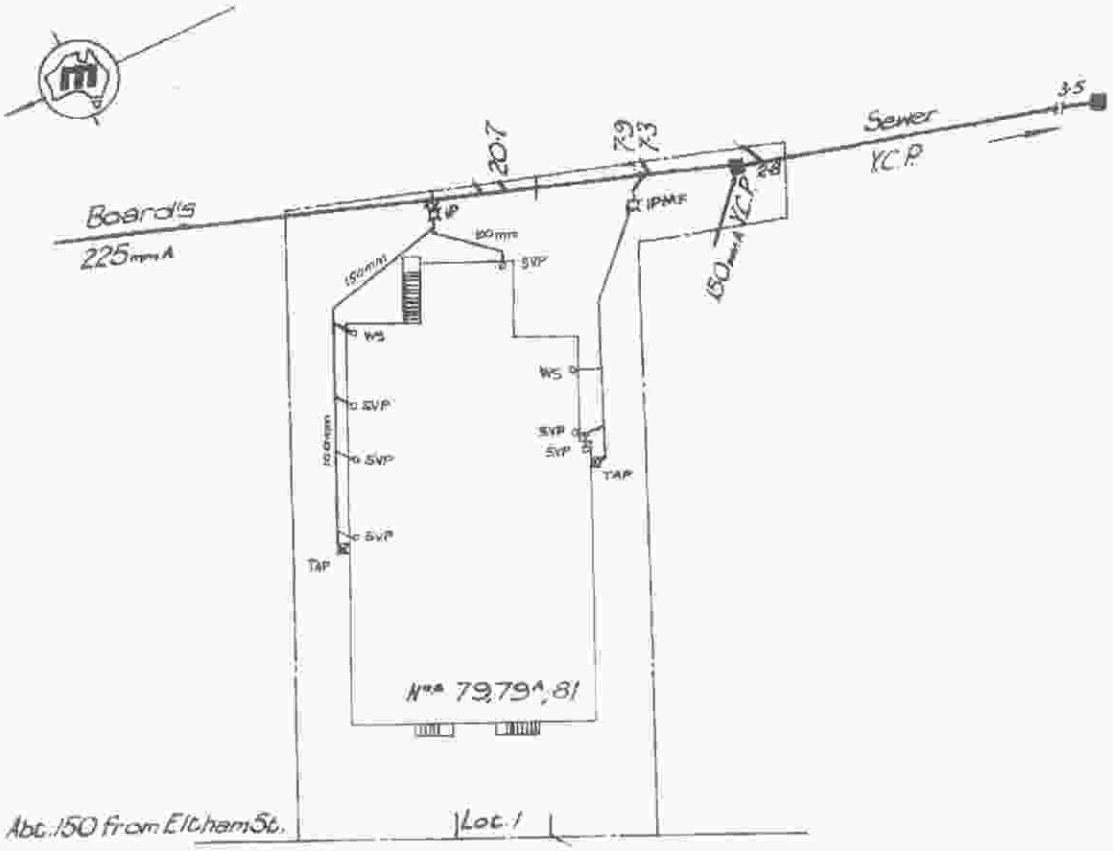
Municipality of Marrickville **No.** 293002

SYMBOLS AND ABBREVIATIONS

	Boundary Trap	RV	Reflux Valve	IP	Induct Pipe	Bsn	Basin
	Inspection Shaft		Cleaning Eye	MF	Mica Flap	Shr	Shower
	Pit	O VERT	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
Gr	Grease Intercepter	O VP	Vent Pipe	KS	Kitchen Sink	CIP	Cast Iron Pipe
	Gully	O SVP	Soil Vent Pipe	WC	Water Closet	FW	Floor Waste
P.T.	P. Trap	DCC	Down Cast Cowl	BW	Bath Waste	WM	Washing Machine

SEWER AVAILABLE

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



THE BOULEVARDE

RATE No. ..... W.C.s .....

SHEET No. 766 ..... U.C.s .....

Scale 1 : 500

..... / ... / ...
For House Services Engineer

	DRAINAGE		BRANCH OFFICE	PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth.					
Shr.	..... / ... / ...		Date ... / ... / ...	..... / ... / ...	
Bsn.	Inspector		Outfall SW HL LL	Inspector	
K.S.	Examined by		Drainer	556-466	
T.	..... / ... / ...			556-467	
Pig.	Chief Inspector		Plumber	556-468	
Dge. Int.				922-131	
Dge. Ext.	Tracing Checked ..... / ... / ...		Boundary Trap Is/~~Is not~~ required	1385 554	

24 / 75

Application No. 9159234 Created on 30/06/2015 16:32:44

