© 2017 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457
You can prepare your own version of pages 1 and 2 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**SYDNEY LINKS REAL ESTATE** PO Box 1188 Potts Point NSW 1335	phone 8302 3000 fax 8302 3099 ref
co-agent	Not Applicable	phone fax ref
vendor vendor's solicitor	**ALEXANDER THEODORE CASS** **WILLIS & BOWRING** 575 Kingsway, Miranda 2228 PO Box 895, Miranda 1490 DX 25602 Miranda	phone 02 9525 8100 fax 02 9526 1182 ref RT:SIB:414710-3
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	**804/40 MACLEAY STREET , POTTS POINT** Registered Plan: Lot 63 in Strata Plan 55068 **Folio Identifier 63/SP55068** ☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or 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	☐ dishwasher	☒ light fittings	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☒ curtains	☒ other: Items listed in the Inventory List annexed hereto		

exclusions

purchaser

purchaser's
☐ solicitor
☐ conveyancer
phone
fax
ref

price $

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

balance $

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

buyer's agent

vendor **witness**

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

vendor agrees to accept a ***deposit bond*** (clause 3)	☒ NO	☐ yes
proposed *electronic transaction* (clause 30)	☒ NO	☐ yes
parties agree that the deposit be invested (clause 2.9)	☒ NO	☐ yes

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

land tax is adjustable	☐ NO	☒ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

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

The Strata Agency
PO Box 1716, Crows Nest NSW 1585
Tel: 1300 226 604

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 infrastructure location diagram (service location diagram)
- ☐ 9 sewerage lines location diagram (sewerage service 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 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 information certificate under Strata Schemes Management Act 2015
- ☐ 51 information certificate under Community Land Management Act 1989

Other

- ☐ 52 Other:

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—SWIMMING POOLS

An owner of a 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.

804/4 ELIZABETH BAY RISE 2011

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

804/5 MACLEAY ST POTTS POINT NSW 2011

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it 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 (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

BRIANNA LEY-ANN ELIZABETH BECK 2017

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	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
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;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 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);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
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 – • issued by a *bank* and drawn on itself; 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*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

SAMPLE ONLY LEXISNEXIS BUTTERWORTHS 2017

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* (`service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

COPYRIGHT LAW SOCIETY NEW ZEALAND DRAFT

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

- **Vendor**

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:

COPYRIGHT WILEY LAW PUBLISHING

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

COPYRIGHT LAWBOOK CO. 2017

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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.
20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

- **Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

80AC NOT VALID FOR SIGNATURE

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

- **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; 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.

- **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

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

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

- **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

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

COPYRIGHT LAWBOOK CO. 2017 LAWBOOK CO. 2017 COPYRIGHT

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

LAPIC DRAFT FOR PUBLIC REVIEW

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 date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

SOLICITOR'S COPY NSW 2017

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser *serves* a notice that it is an *electronic transaction within* 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

associated with the agreement under clause 30.1; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after receipt of the purchaser's notice under clause 30.1.2; and
- before the receipt of a notice given under clause 30.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally*, the vendor must *within* 7 days of receipt of the notice under clause 30.1.2 –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

COPYRIGHT LAW ACT 1968 AS AMENDED BY THE COPYRIGHT (AUSTRALIA-UNITED STATES FREE TRADE AGREEMENT) AMENDMENT ACT 2004

30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
30.8.1 join the *Electronic Workspace*;
30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
30.10.2 all certifications required by the *ECNL* are properly given; and
30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –
30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however
30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

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

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
30.15.1 holds them on completion in escrow for the benefit of; and
30.15.2 must immediately after completion deliver the documents or things to, or as directed by;
the *party* entitled to them.

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

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;

PRODUCED BY LEAP LEGAL SOFTWARE CENTRE LTD BY LEAP NSW 2017

discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL*;
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

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

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

31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

804140 MACLEAY ST BEING SOLD BY AUCTION

SPECIAL CONDITIONS

1. This Contract is deemed to be amended as follows:

   1.1 Clause 4.3 - is deleted.

   1.2 Clause 7.1.1 – is amended by deleting "5% of the price" and inserting "1% of the price" in its place.

   1.3 Clause 16.5 – is amended by deleting the words "plus another 20% of that fee".

   1.4 Clause 23.13 - is amended by deleting "7"and inserting "2"in its place or deleted if the Owners Corporation has not been established in accordance with the Strata Schemes Management Act 1996.

   1.5 Clause 23.14 - is amended by deleting "7"and inserting "2" in its place.

2. The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the Property by any real estate agent except the vendor's agent (if any) named in this contract and the Purchaser indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty. It is agreed that this indemnity shall be a continuing indemnity not merging on completion.

3. If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential BUT PROVIDED ALWAYS that the party serving the notice shall be at liberty at any time to withdraw the said Notice without prejudice to his continuing right to give any further such notice.

4. Where before completion a party (or any one of them):-

   (a) If a natural person – dies, is found by a court of competent jurisdiction to be incapable of administering its estate of affairs, is declared bankrupt or enters into a scheme of arrangement or makes an assignment for the benefit of creditors; or

   (b) If a company – resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has an official

manager or administrator appointed or receiver appointed over the whole or part of its assets or undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors;

then the other party may rescind this Contract and Clause 19 will apply.

5. **Notwithstanding** anything herein contained, if completion does not occur on or before the completion date, without default by the Vendor, then the Vendor is entitled to recover from the Purchaser as liquidated damages payable on completion:-

(a) interest on the balance purchase price at the rate of Ten per cent (10%) per annum, calculated at a daily rate from the completion date to the actual date of completion, to compensate the Vendor for the delay, to be added to the balance payable on completion;

(b) the adjustment date shall be the completion date; and

(c) the sum of Three Hundred & Eighty Five Dollars ($385.00) (inclusive of GST) to cover legal costs and other expenses incurred as a consequence of the delay.

If settlement of this matter does not take place at the time first appointed for same due to the fault of the Purchaser or his mortgagee, then the Purchaser shall pay all fees including agency fees and re-certification fees incurred by the Vendor or his mortgagee in relation to any re-arrangement of settlement.

6. The Purchaser acknowledges that he is purchasing the property hereby sold with all faults and defects (if any) whether patent or latent and in its present condition and state of repair and subject to any infestation and dilapidation and that neither the Vendor nor anyone on the Vendor's behalf has made any representation or given any warranties in respect of the same and that the Purchaser accepts the property in its present condition subject to fair wear and tear.

7. The Purchaser acknowledges that, in entering into this Contract, he has not relied on any statement, letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract.

8. Each party hereto authorises his, her or their Solicitor or any employee of that Solicitor, up until the date of this Contract to make alterations to this Contract, including the addition of annexures after execution and up until the date of this Contract, and any such alterations shall be binding upon the party deemed hereby to have authorised the same, and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

9. The purchaser acknowledges and agrees that:-

   (a) this contract may be subject to amendments made by the vendor at any time prior to exchange of contract; and

   (b) in entering into this contract the purchaser has not relied on any term or condition which may have been included in any draft of this contract made available for perusal prior to exchange of contracts.

10. The Purchaser shall, upon request, release the deposit or authorise release of part thereof to the Vendor's Solicitor for any of the following purposes:-

   (a) To be applied towards the deposit or the balance of purchase price on the Vendor's purchase of another property;

   (b) For stamp duty on the Vendor's purchase;

   (c) Payment of a deposit / ingoing contribution for a Retirement Village / Nursing Home.

   Should the deposit (or part thereof) be released for either (a), (b) or (c) above then the Vendor shall, at the time of such request, provide the Purchaser with sufficient details of the property being purchased or the Retirement Village / Nursing Home to allow the Purchaser to trace the deposit. The Purchaser shall by his execution of this Contract be deemed to have authorised the Vendor's Agent to release the deposit or part thereof, to the Vendor's Solicitor for such purpose and the Agent shall be authorised to act accordingly upon being given a copy of this condition.

11. The definition of "settlement cheque" is amended by deleting "a building society, credit union or other FCA Institution as defined in Cheques Act 1986".

12. In the event that the Transfer is not received by the vendor's solicitors more than seven (7) business days prior to the due date for completion, the purchaser shall allow on settlement an additional sum of $55.00, such amount being a genuine pre-estimate of the vendor's additional costs of having the Transfer executed in time for settlement.

13. **SEVERABILITY**

   (a) Each of the provisions of this Contract for Sale shall be severable from each other and the actual or proven invalidity, illegality, or unenforceability of any provision herein contained shall not prejudice or in any way affect or impair the validity or enforceability of the remaining provisions hereof.

   (b) In the event of any inconsistency or conflict between the Special Conditions and Clauses herein contained, the Special Conditions, to the extent of any such inconsistency or conflict, shall prevail.

14. The purchaser agrees that the only form of Requisitions on Title the purchaser may make pursuant to Clause 5 of the Contract shall be in the form of the Requisitions on Title annexed hereto which are deemed to have been served at the date of this Contract. Nothing in this Clause shall prevent the Purchaser from making any additional requisitions on title not dealt with in the Requisitions on Title annexed hereto.

15. If the Purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the directors of the Purchaser.....and..... ("**the Guarantor**") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor.

Signed, sealed and delivered by **the Guarantor** in the presence of:

....

Signature of witness Signature of the Guarantor

.....

Name of witness (print)

Signed, sealed and delivered by **the Guarantor** in the presence of:

....

Signature of witness Signature of the Guarantor

.....

Name of witness (print)

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Alexander Theodore Cass**
Purchaser:
Property: **804/40 Macleay Street , Potts Point**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

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

© 2017 Copyright of TressCox Lawyers which has approved this page and the following 2 pages.
Unauthorised reproduction in whole or in part is an infringement of copyright.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?

19. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW) and Local Government Act 1993 (NSW)?*
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed.
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?
(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  (iv) any realignment or proposed realignment of any road adjoining them?
  (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
    (a) orders of the Tribunal;
    (b) notices of or investigations by the Owners Corporation;
    (c) notices or orders issued by any Court; or
    (d) notices or orders issued by the Council or any public authority or water authority,

    affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
    (a) a collective sale of the strata scheme; or
    (b) a redevelopment of the strata scheme?

    If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
    (a) who has been appointed to each role;
    (b) when does the term or each appointment expire; and
    (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

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

LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 63/SP55068

SEARCH DATE	TIME	EDITION NO	DATE
19/12/2017	10:53 AM	8	12/6/2013

LAND

LOT 63 IN STRATA PLAN 55068
AT POTTS POINT
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ALEXANDER THEODORE CASS (T AH792377)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP55068

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

414710-3 PRINTED ON 19/12/2017

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

Copyright © Office of the Registrar-General 2017

Received: 19/12/2017 10:53:23

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP55068

SEARCH DATE	TIME	EDITION NO	DATE
19/12/2017	10:53 AM	14	19/7/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 55068 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT POTTS POINT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP55068

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 55068
ADDRESS FOR SERVICE OF DOCUMENTS:
C/ - STRATA TITLE MANAGEMENT - NORTH SHORE
PO BOX 72
STRAWBERRY HILLS 2012

SECOND SCHEDULE (1 NOTIFICATION)

1 AM576397 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 55068

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	140	2	145	3	155	4	140
5	155	6	190	7	135	8	95
9	95	10	160	11	155	12	160
13	160	14	165	15	100	16	80
17	80	18	140	19	155	20	155
21	150	22	160	23	90	24	85
25	85	26	145	27	160	28	160
29	155	30	165	31	90	32	85
33	85	34	160	35	170	36	175
37	180	38	175	39	95	40	90
41	90	42	170	43	180	44	185
45	185	46	180	47	95	48	95
49	95	50	170	51	185	52	190
53	190	54	185	55	100	56	95
57	95	58	170	59	190	60	195
61	195	62	185	63	100	64	210
65	450	66	SP70179	67	185		

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP55068 PAGE 2

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

STRATA PLAN 55068

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT

STRATA PLAN 70179

LOT	ENT	LOT	ENT
68 - 142		69 - 73	

NOTATIONS

UNREGISTERED DEALINGS: T AM898166 SP96710.

*** END OF SEARCH ***

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

Copyright © Office of the Registrar-General 2017 Received: 19/12/2017 10:53:23

InfoTrack
Req:R878501 /Doc:SP 0055068 P /Rev:26-Jun-1997 /Sts:OK.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:1 of 8
Ref:414710-3 /Src:M

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COUNCIL'S CERTIFICATE

SOUTH SYDNEY CITY COUNCIL (Name of Council)

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

~~strata plan of subdivision~~

illustrated herein.

~~The Council objects to the erection of the building beyond the alignment of~~

* This approval is given on the condition that lot(s)

~~is/are subject to the restriction on user referred to in section 39 of the Strata Titles (Vol.) Act, 1973~~

Date 17 JUNE 1997

Subdivision No 29|97 (2015128)

~~General Manager~~/Authorised Person

* Complete or delete if inapplicable.

SURVEYOR'S CERTIFICATE

I JOHN T. HIGGINS of HIGGINS & NORTON PTY LTD of 149 CASTLEREAGH ST, SYDNEY.

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 floor plan as a boundary of a proposed lot, exists,

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

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of the proposed lot shown in the accompanying floor plan is defined, exists,

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * ~~except as to encroachment~~

*(a) the building encroaches on a public place,

*(b) the building encroaches on ~~neighbouring~~ land & public place, in respect of which encroachment an appropriate easement

* has been created by registered [illegible]

~~is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature: J. T. Higgins

Date: 27. 2. 97

*Delete if inapplicable

†State whether dealing or plan, and quote registered number

This is sheet 1 of my Plan in 8 sheets.

PLAN OF SUBDIVISION OF LOT 150 D.P. 866884

LGA SOUTH SYDNEY CITY Locality : ELIZABETH BAY

Parish : ALEXANDRIA County : CUMBERLAND

Reduction Ratio 1: 250 Lengths are in metres (m)

STRATA PLAN 55068

Registered 24.6.1997

C.A. No. 28/97 OF 17.6.1997

Purpose STRATA PLAN

Ref. Map ALEXANDRIA SH 4

Last Plan 29 (A)#

Name of, and *address for service of notices on, the body corporate

*Address required on original strata plan only

"THE PROPRIETORS" STRATA PLAN Nº 55068
40 MACLEAY ST POTTS POINT, 2011

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

Common Seal
BURRAWONG INVESTMENTS PTY. LIMITED A.C.N. 000 211 503

Director

L' Hami

witness

Westpac Banking C[illegible]
ARBN 007 457 141
the Mortgagee [illegible]
No. [illegible]
CONSENTS to the within

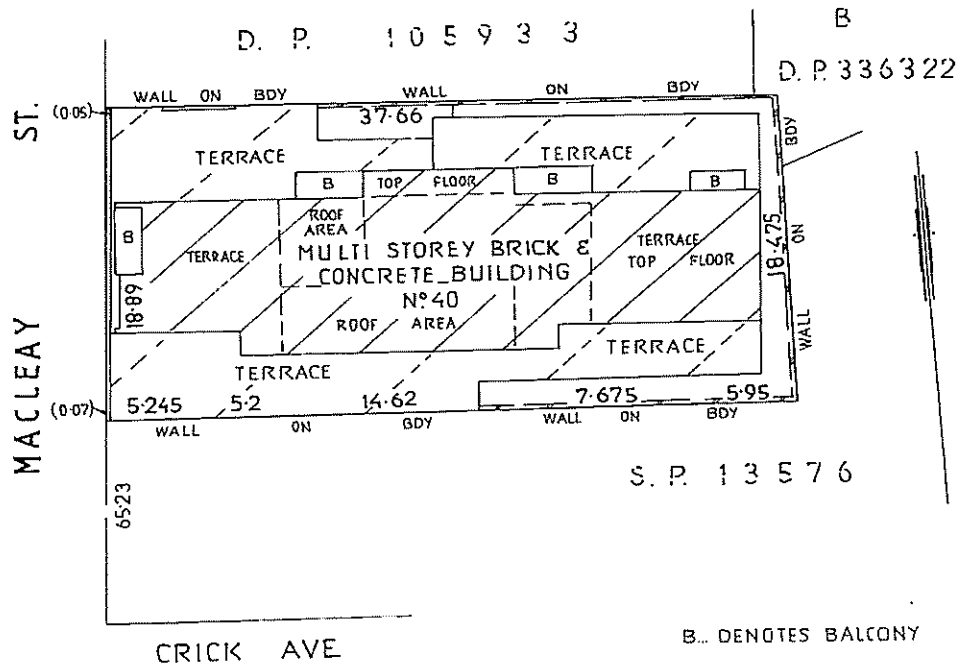
Dated this [illegible] day of [illegible]

Westpac Banking Corporation
By its Attorneys

[illegible]

Power of Attorney dated
February 1994
Book No [illegible]

CONSENT FROM LESSEE (I 972920) FURNISHED



SURVEYOR'S REFERENCE: 37488

Plan Drawing only to appear in this space

89055 Plan Drawing only to appear in this space

STRATA PLAN 55068

SCHEDULE OF UNIT ENTITLEMENT	
LOT No.	UNIT ENTITLEMENT
1	140
2	145
3	155
4	140
5	155
6	190
7	135
8	95
9	95
10	160
11	155
12	160
13	160
14	165
15	100
16	80
17	80
18	140
19	155
20	155
21	150
22	160
23	90
24	85
25	85
26	145
27	160
28	160
29	155
30	165
31	90
32	85
33	85
34	160
35	170
36	175
37	180
38	175
39	95
40	90
41	90
42	170
43	180
44	185
45	185
46	180
47	95
48	95
49	95
50	170
51	185
52	190
53	190
54	185
55	100
56	95
57	95
58	170
59	190
60	195
61	195
62	185
63	100
64	210
65	450
66	215
67	185
AGGREGATE	10 000

Reduction Ratio 1:

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

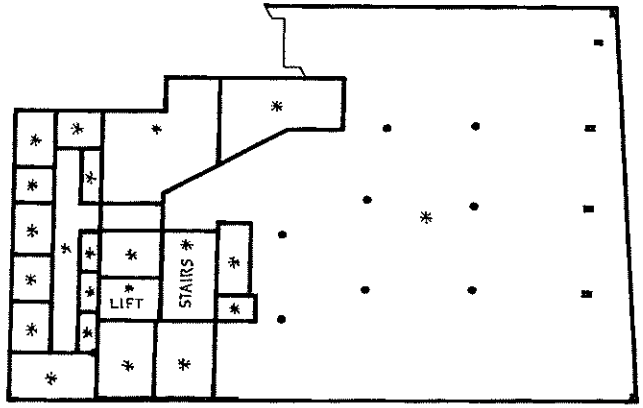
SURVEYOR'S REFERENCE: 37488

Req:R878501 /Doc:SP 0055068 P /Rev:26-Jun-1997 /Sts:OK.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:2 of 8
Ref:414710-3 /Src:M

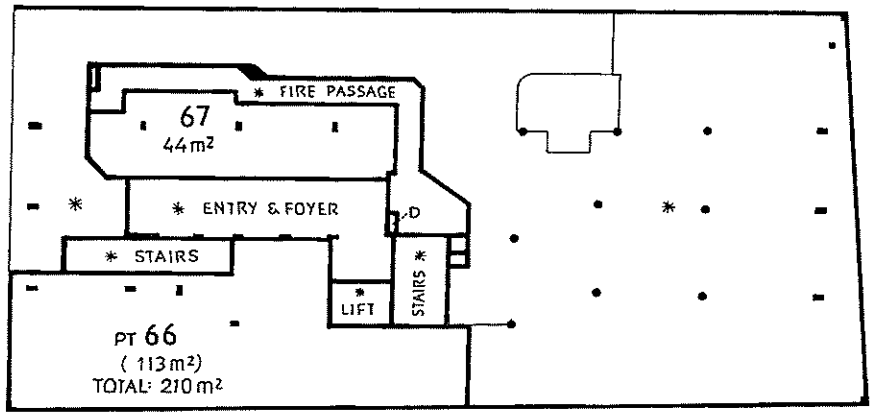
FORM 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet No. 3 of 8 Sheets

STRATA PLAN 55068

BASEMENT
(STORAGE & PARKING)



GROUND FLOOR



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT

* DENOTES COMMON PROPERTY

D... DENOTES DUCT – COMMON PROPERTY

Reduction Ratio 1: 200 Lengths are in metres

Surveyor Registered under Surveyors Act 1929

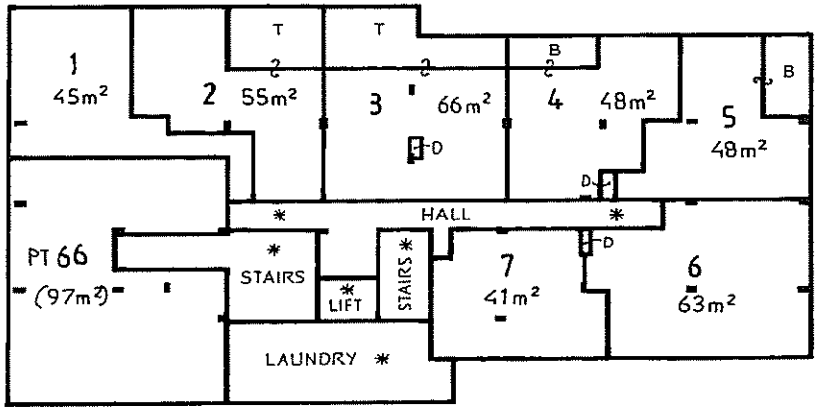
~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 37488

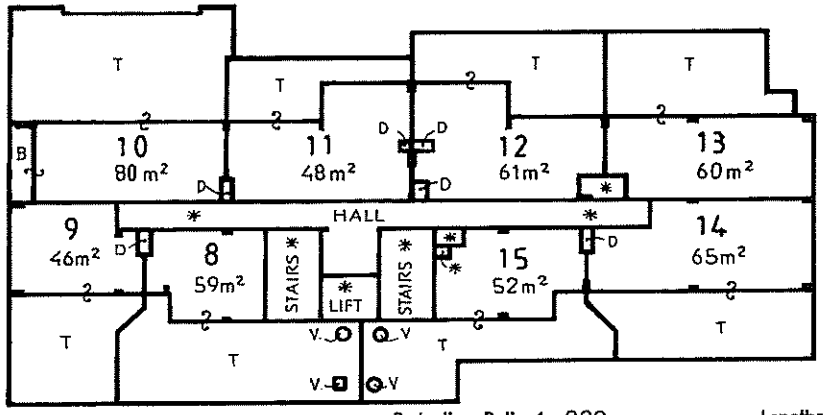
Req:R878501 /Doc:SP 0055068 P /Rev:26-Jun-1997 /Sts:OK.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:3 of 8
Ref:414710-3 /Src:M

STRATA PLAN 55068

FIRST FLOOR



SECOND FLOOR



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT

T DENOTES TERRACE LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR OF EACH WHERE NOT COVERED

B DENOTES COVERED BALCONY

* DENOTES COMMON PROPERTY

D DENOTES DUCT – COMMON PROPERTY

V DENOTES VENT - COMMON PROPERTY

Reduction Ratio 1: 200 Lengths are in metres

Surveyor Registered under Surveyors Act 1929

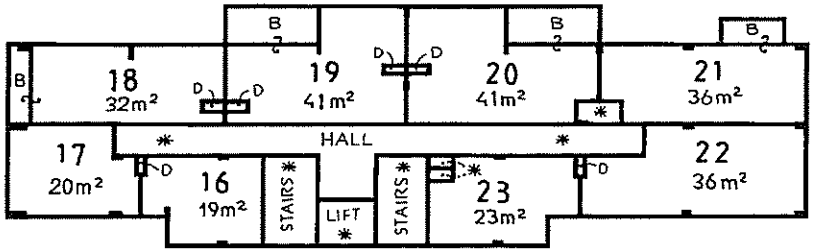
~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 37488

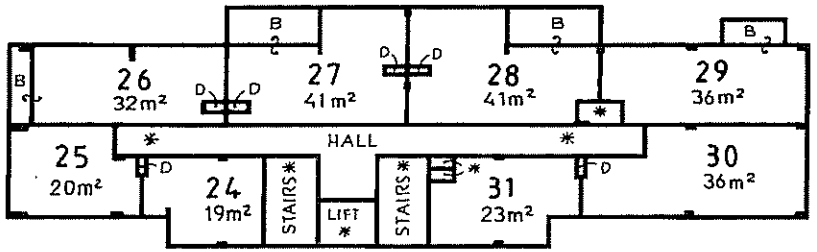
Reg:R878501 /Doc:SP 0055068 P /Rev:26-Jun-1997 /Sts:OK.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:4 of 8
Ref:414710-3 /Src:M

STRATA PLAN 55068

THIRD FLOOR



FOURTH FLOOR



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT

B DENOTES COVERED BALCONY

* DENOTES COMMON PROPERTY

D DENOTES DUCT – COMMON PROPERTY

Reduction Ratio 1: 200 Lengths are in metres

Surveyor Registered under Surveyors Act 1929

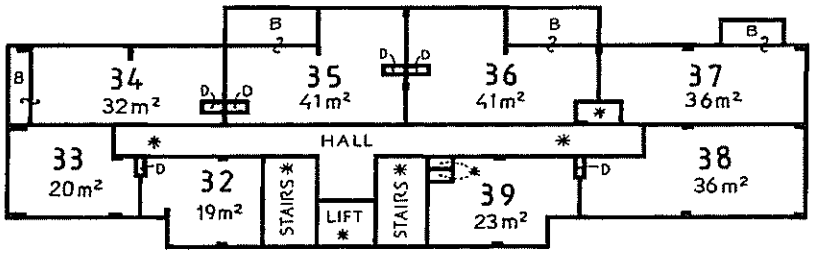
General Manager/Authorised Person

SURVEYOR'S REFERENCE: 37488

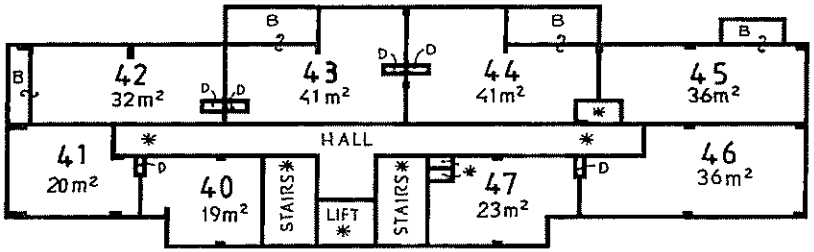
Req:R878501 /Doc:SP 0055068 P /Rev:26-Jun-1997 /Sts:OK.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:5 of 8
Ref:414710-3 /Src:M

STRATA PLAN 55068

FIFTH FLOOR



SIXTH FLOOR



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT

B DENOTES COVERED BALCONY

* DENOTES COMMON PROPERTY

D DENOTES DUCT – COMMON PROPERTY

Reduction Ratio 1: 200 Lengths are in metres

Surveyor Registered under Surveyors Act 1929

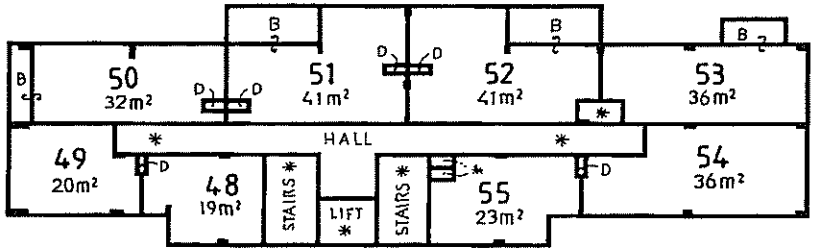
~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 37488

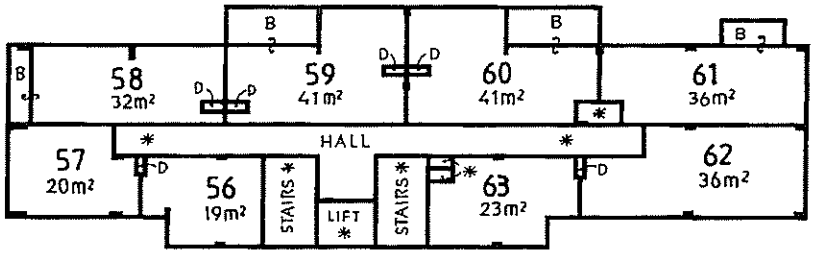
Req:R878501 /Doc:SP 0055068 P /Rev:26-Jun-1997 /Sts:OK.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:6 of 8
Ref:414710-3 /Src:M

STRATA PLAN 55068

SEVENTH FLOOR



EIGHTH FLOOR



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT

B DENOTES COVERED BALCONY

* DENOTES COMMON PROPERTY

D DENOTES DUCT – COMMON PROPERTY

Reduction Ratio 1: 200 Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 37488

Req:R878501 /Doc:SP 0055068 P /Rev:26-Jun-1997 /Sts:OK.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:7 of 8
Ref:414710-3 /Src:M

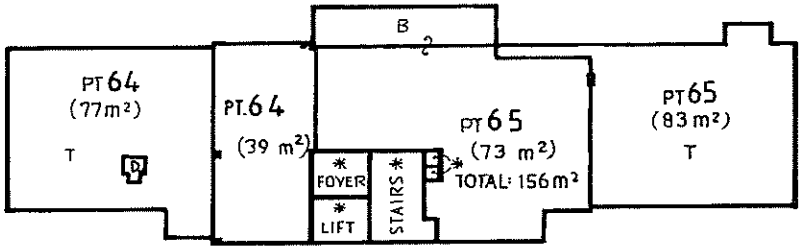
Req:R878501 /Doc:SP 0055068 P /Rev:26-Jun-1997 /Sts:OK.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:8 of 8
Ref:414710-3 /Src:M

FORM 2

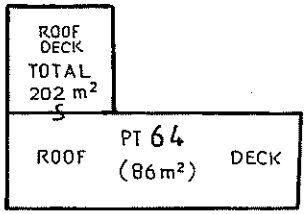
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 55068

NINTH FLOOR



ROOF LEVEL



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR OF SAME, WHERE NOT COVERED

T DENOTES TERRACE LIMITED IN HEIGHT TO 3·5 ABOVE THE UPPER SURFACE OF THE FLOOR OF SAME, WHERE NOT COVERED

* DENOTES COMMON PROPERTY

D DENOTES DUCT — COMMON PROPERTY

ROOF DECK LIMITED IN HEIGHT TO 4.0 ABOVE THE UPPER SURFACE OF THE FLOOR OF SAME.

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 37488

Strata Schemes Management Regulation 2016

Current version for 27 June 2017 to date (accessed 19 December 2017 at 11:30)

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

Note. This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2 Vehicles

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

Note. This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3 Obstruction of common property

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

Note. This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

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

Note. This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note. This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

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

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

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

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note. This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note. This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 Children playing on common property in building

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

Note. This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note. This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 Depositing rubbish and other material on common property

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

Note. This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 Drying of laundry items

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

Note. This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11 Cleaning windows and doors

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

Note. This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

12 Storage of inflammable liquids and other substances and materials

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

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

Note. This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

13 Moving furniture and other objects on or through common property

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

Note. This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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

Note. This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

15 Garbage disposal

An owner or occupier of a lot:

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

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

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

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

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

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

Note. This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16 Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note. This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17 Appearance of lot

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note. This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18 Notice board

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

Note. This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19 Change in use of lot to be notified

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

Form: 15CH
Release: 2·0

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AM576397A

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Reg 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 55068

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	STRATA TITLE MANAGEMENT P O BOX 2727 TAREN POINT NSW 2229 Reference: SP55068 / STRATA TITLE MANAGEMENT / PH:95404199	CH

(C) The Owners-Strata Plan No. 55068 certify that a special resolution was passed on 21/11/2016

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 23 & 24
Amended by-law No. NOT APPLICABLE
as fully set out below:

REFER TO SPECIAL BY-LAW 23 (EXCLUSIVE USE (LOT 13)) ON PAGE 37-43 OF ATTACHED ANNEXURE 'A'. 'C'.
REFER TO SPECIAL BY-LAW 24 (SMOKING ON THE PREMISES) ON PAGE 44 OF ATTACHED ANNEXURE 'A'. 'C'.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 'C'.

(G) The seal of The Owners-Strata Plan No. 55068 was affixed on 17/7/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
Name: SEAN BERMINGHAM
Authority: STRATA MANAGING AGENT

THE COMMON SEAL OF S.P 55068

Signature:
Name:
Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1702

13466

ANNEXURE 'C'

STRATA SCHEME NO 55068
ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

Strata Plan 55068

40 Macleay Street, POTTS POINT

Consolidated Set of By-Laws

---

1. NOISE

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

Note : *This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

2. VEHICLES

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

Note : This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

3. OBSTRUCTION OF COMMON PROPERTY

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

Note : *This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

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

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

Note : *This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

5. DAMAGE TO COMMON PROPERTY

ANNEXURE 'A'

STRATA SCHEME NO 55068
ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

Strata Plan 55068

40 Macleay Street, POTTS POINT

Consolidated Set of By-Laws

---

1. NOISE

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

***Note** : This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

2. VEHICLES

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

Note : This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

3. OBSTRUCTION OF COMMON PROPERTY

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

***Note** : This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

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

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

***Note** : This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

5. DAMAGE TO COMMON PROPERTY

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note : *This by-law is subject to sections 109 and 110 of the Strata Schemes Management Act 2015.*

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

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

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

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

(5) Despite section 106 of the *Strata Schemes Management Act 2015* , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note : *This by-law was previously by-law 16 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 17 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

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.

Note : *This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

Note : *This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

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.

Note : *This by-law was previously by-law 19 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 20 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

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

Note : *This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

10. DRYING OF LAUNDRY ITEMS

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

Note : *This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

11. CLEANING WINDOWS AND DOORS

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

Note : *This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

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

Note : *This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

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

Note : *This by-law was previously by-law 24 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 25 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

14. FLOOR COVERINGS

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor

space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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

Note : *This by-law was previously by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

15. GARBAGE DISPOSAL

An owner or occupier of a lot:

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

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

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

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

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

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

Note : *This by-law was previously by-law 26 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 27 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

16. KEEPING OF ANIMALS

(1) Subject to section 157 of the *Strata Schemes Management Act 2015* , an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note : *This by-law was previously by-law 27 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 28 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

17. APPEARANCE OF LOT

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note : *This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

18. NOTICE BOARD

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

Note : *This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

19. CHANGE IN USE OF LOT TO BE NOTIFIED

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

SPECIAL BY-LAW 1 – BUILDING MANAGER SERVICE AGREEMENT

1.1 The owners corporation, in addition to the powers and authorities conferred on it by or under the Strata Schemes Management Act and these by-laws, has the power and authority to appoint, and to enter into an agreement with, a manager to provide for the provision of services relating to the caretaking, maintenance, repair, control, use and enjoyment of the building erected on the land the subject of the Strata Scheme and the common property of the Strata Scheme. The agreement may provide for:

(a) a term of up to 10 years with an option of up to 10 years, with certain rights for early determination by either the owners corporation or the manager;

(b) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the owners corporation and for the general repair, maintenance, renewal or replacement of that property;

(c) the provision of services to registered owners or occupiers of lots in the Strata Scheme including without limitation letting, property management, serviced apartment services and sales services;

(d) the supervision of any employees or contractors of the owners corporation;

(e) the control and supervision of the common property;

(f) the arbitration of disputes between the owners corporation and the manager;

(g) remuneration of the manager for services provided to the owners corporation; and

(h) anything else which the owners corporation agrees is necessary or desirable having regard to the operational and management requirements of the owners corporation.

1.2 At any time when an agreement is in force under this special by-law 1, the owners corporation may not enter into any other agreement under this special by-law 1 without the consent of the manager.

1.3 At the expiration of the agreement the owners corporation may enter into a further agreement consistent with the terms of this special by-law 1.

SPECIAL BY-LAW 2 – COMPLY WITH BUILDING MANAGER

The registered owner or occupier of a lot must not:

2.1 interfere with or obstruct the manager from performing the manager's duties under any agreement referred to in special by-law 1; or

2.2 interfere with or obstruct the manager from using any part of the common property designated by the owners corporation for use by the manager.

SPECIAL BY-LAW 3 – ALLOCATION OF PARKING SPACES

On the conditions set out below the owners from time to time of the respective lots referred to in the Schedule (the "owner") shall have the right to the exclusive use and enjoyment of the respective car parking spaces so indicated in the Schedule with respect to each such lot (the "parking space") and as shown on the plan of common property annexed hereto and marked 'Y'.

The conditions referred to above are as follows -

(i) The owner shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the common property the subject of this by-law: Provided that such responsibility shall extend only to the surface of such common property with the intent that the owners corporation shall continue to be responsible for all matters of a structural nature;

(ii) The owner shall indemnify and keep indemnified the owners corporation against -
   a. any sum payable by the owners corporation by way of any increased insurance premium as a direct or indirect result of the use of the parking space; and
   b. all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation and arising directly or indirectly from the use of the parking space;

(iii) The parking space shall only be used for the parking of a motor vehicle or motor cycle;

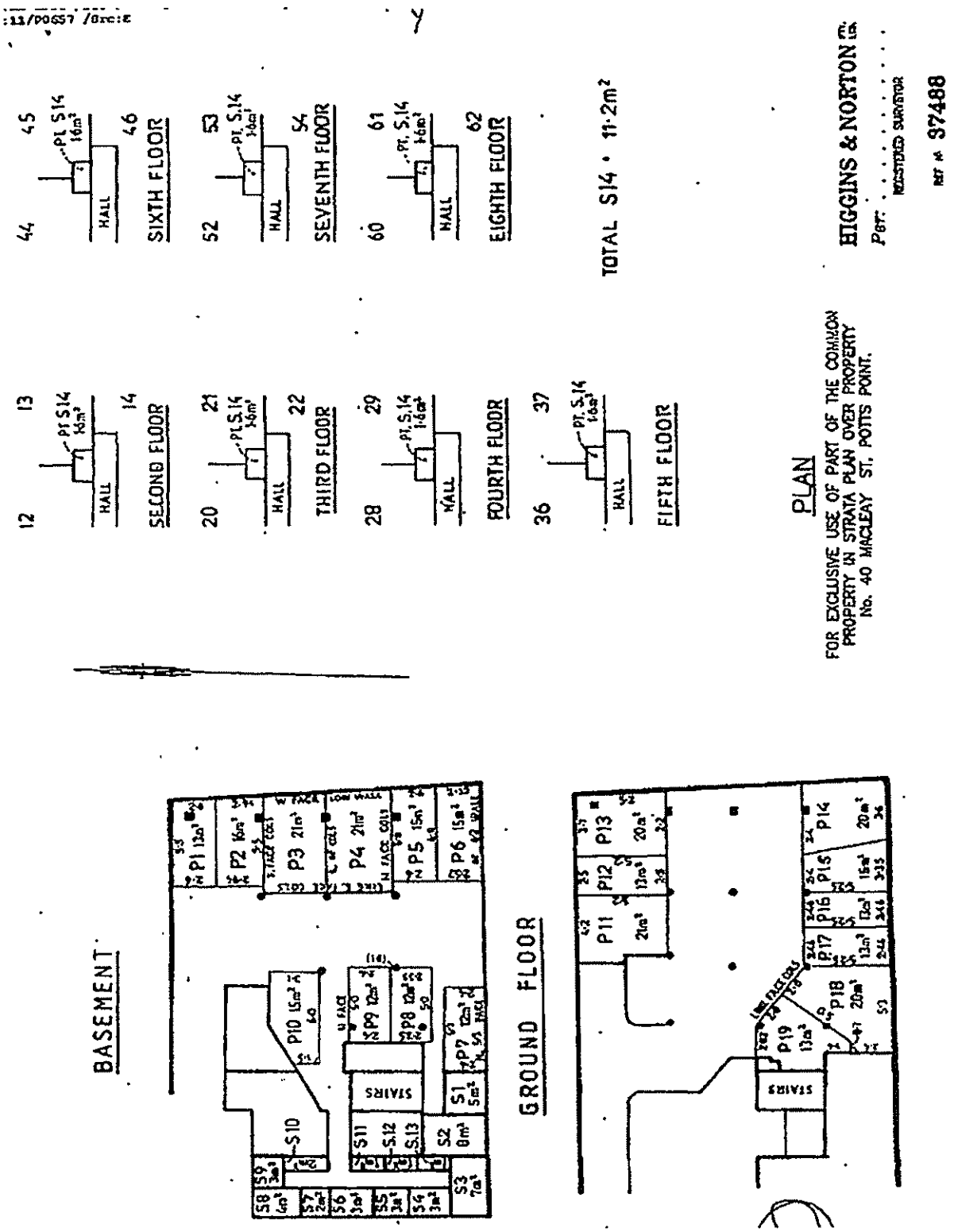
(iv) No mechanical or other repairs shall be carried out upon the parking space; and

(v) The owner shall keep the parking space in a clean and tidy condition.

The Schedule	
Lot Number	Parking Space
65	P1
65	P2
68	P3
64	P4
44	P5
55	P6

35	P7
3	P8
4	P9
68	P10
60	P11
6	P12
11	P13
68	P14
67	P15
53	P16
51	P17
31	P18
70	P19

AMENDED: 23/04/2008 (AD951208), 28/09/2010 (AF916456), 20/10/2014 (AJ211414).


:11/09057 /Src:E
PLAN
FOR EXCLUSIVE USE OF PART OF THE COMMON PROPERTY IN STRATA PLAN OVER PROPERTY No. 40 MACLEAY ST, POTTS POINT.
HIGGINS & NORTON Pty. Ltd.
REGISTERED SURVEYOR
Ref № 97488
TOTAL S14 • 11·2m²
SIXTH FLOOR
SEVENTH FLOOR
EIGHTH FLOOR
SECOND FLOOR
THIRD FLOOR
FOURTH FLOOR
FIFTH FLOOR
HALL
BASEMENT
GROUND FLOOR
STAIRS

SPECIAL BY-LAW 4 – ALLOCATION OF STORAGE AREAS

On the conditions set out below the owners from time to time of the respective lots referred to in the Schedule (the "owner") shall have the right to the exclusive use and enjoyment of the respective storage areas so indicated in the Schedule with respect to each such lot (the "storage area") and as shown on the plan of common property annexed hereto and marked "Y".

The conditions referred to above are as follows -

(i) The owner shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the storage area the subject of this by-law: Provided that such responsibility shall extend only to the surface of such storage area with the intent that the owners corporation shall continue to be responsible for all matters of a structural nature;

(ii) The owner shall indemnify and keep indemnified the owners corporation against -
   (a) any sum payable by the owners corporation by way of any increased insurance premium as a direct or indirect result of the use of the storage area; and
   (b) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation and arising directly or indirectly from the use of the storage area;

(iii) The storage area shall only be used for the storage of goods and the owner shall not infringe the terms of by-law 23 in relation to the storage of goods;

(iv) No motor vehicle or motor cycle shall be permitted to stand upon the storage area; and

(v) The owner shall keep the storage area in a clean and tidy condition.

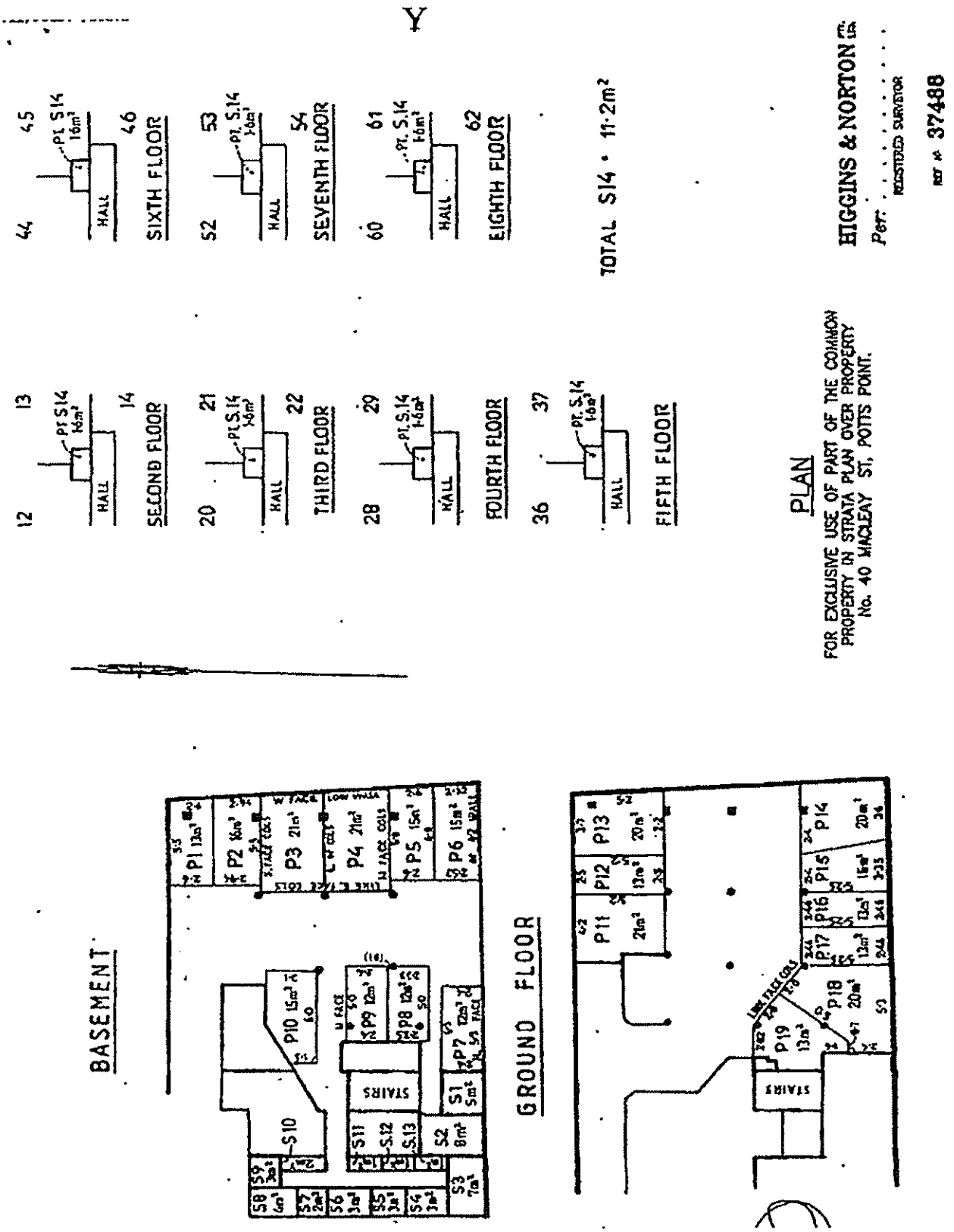
(vi) Notwithstanding anything to the contrary in this by-law, the owner for the time being of Lot 53 shall have the right of exclusive use and enjoyment of the storage area designated S14 on the 7th Level, on the condition that the owner for the time being of Lot 53, rather than the owner of Lot 67, comply with the other conditions of this by-law to the extent that they apply in relation to such storage areas.

(vii) Notwithstanding anything to the contrary in this by-law, the owner for the time being of Lot 45 shall have the right of exclusive use and enjoyment of the storage area designated S14 on the 6th Level, on condition that the owner for the time being of Lot 45, rather than the owner of Lot 67, comply with the other conditions of this by-law to the extent that they apply in relation to such storage area.

The Schedule	
Lot Number	Storage Area
53	S1
58	S2
51	S3
28	S4
64	S5
68	S6
68	S7
35	S8

14	S9
36	S10
32	S11
23	S12
43	S13
67	S14

AMENDED: 29/04/2008 (AD951208), 28/09/2010 (AF916456), 09/09/2013 (AI95652), 20/10/2014 (AJ211414).


Y
44 45 Pt. S14 16m³ 46 HALL SIXTH FLOOR
52 53 Pt. S.14 16m³ 54 HALL SEVENTH FLOOR
60 61 Pt. S.14 16m³ 62 HALL EIGHTH FLOOR
TOTAL S14 • 11·2m²
HIGGINS & NORTON Pty. Ltd.
Per: .....
REGISTERED SURVEYOR
Ref # 37488
12 13 Pt S14 16m³ 14 HALL SECOND FLOOR
20 21 Pt. S.14 16m³ 22 HALL THIRD FLOOR
28 29 Pt. S.14 16m³ HALL FOURTH FLOOR
36 37 Pt. S.14 16m³ HALL FIFTH FLOOR
PLAN
FOR EXCLUSIVE USE OF PART OF THE COMMON PROPERTY IN STRATA PLAN OVER PROPERTY No. 40 MACLEAY ST, POTTS POINT.
BASEMENT
P1 P2 P3 P4 P5 P6 P7 P8 P9 P10
S1 S2 S3 S4 S5 S6 S7 S8 S9 S10 S11 S12 S13
STAIRS
GROUND FLOOR
P11 P12 P13 P14 P15 P16 P17 P18 P19
STAIRS

SPECIAL BY-LAW 5 – EXCLUSIVE USE OF SIGNAGE (LOT 67)

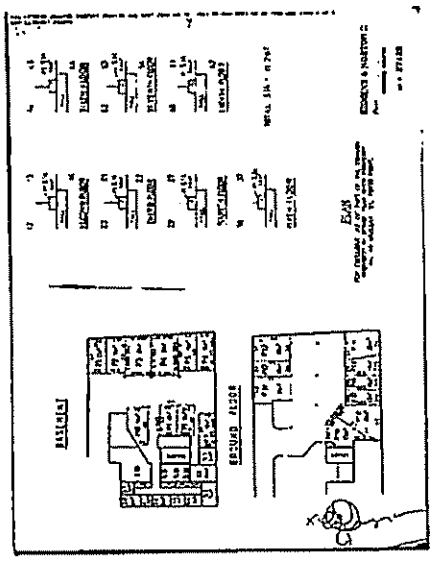
On the conditions set out below the owner from time to time of Lot 67 (the "owner") shall have the right to the exclusive use and enjoyment of two existing signs located at or about the upper limit of the ground floor of the building at or about the northern and southern ends respectively of the Macleay Street frontage.

The conditions referred to above are as follows -

(i) The owner shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the signs the subject of this by-law;

(ii) The owner may replace the existing signs only with signs of the same dimensions;

(iii) The owner shall be entitled to illuminate the signs provided that the cost of electricity required to illuminate the signs is fully met by the owner.



SPECIAL BY-LAW NO. 6 - BY-LAW FOR WORKS (LOT 66)

A. DEFINTIONS

i) In this by-law:

"Owner" means each of the owners or occupiers of lot 66 in strata plan no. 55068.

"Works" means the alterations and additions undertaken by the Owners (at that Owner's cost and to remain that Owner's fixtures) to:

- replace existing signage;
- install a new shopfront;
- install a new front shopfront entrance;
- install a new sheet front entrance to access the first floor; and
- install new internal stairs

to lot 66 and so much of the adjoining common property as is necessary (including all ancillary structures) as depicted on the copies of plans and drawings submitted by the Owners and attached to the minutes of the meeting at which this by-law was made.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

iii) Subject to the conditions in paragraph C of this by-law, Owners will have a special privilege in respect Of the common property to perform the Works and to erect and keep the Works to and on the common property.

C. OWNER'S OBLIGATIONS

Before commencing the Works

iv) Owners musts submit to die owners corporation the following documents relating to the Works:

a) plans and drawings;

b) specifications;

c) structural diagrams; and/or

d) any other document reasonably required by the owners corporation.

v) Owners must obtain approval for the performance of the Works from:

a) the engineer nominated by due owners corporation;

b) the relevant consent authority under the Environmental Planning and Assessment Act; and

c) any other relevant statutory authority whose requirements apply to the Works.

vi) Owners must effect the following insurances in the joint names of the Owner and owners corporation:

a) contractors all works insurance;

b) insurance required under the Home Building Act 1989 (if required);

c) workers compensation insurance; and

d) public liability insurance in the amount of $10,000,000.

While carrying out the Works

vii) In carrying out the Works, Owners must:

a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;

b) protect all areas of the building outside their respective lots from damage by the Works or the transportation of construction materials, equipment, debris;

c) keep all areas of the building outside respective lots clean and tidy throughout the performance of the Works;

d) only perform the Works at the times approved by the owners corporation;

e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

f) remove all debris resulting from the Works immediately from the building; and

g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

viii) Owners must ensure that the Works shall be done:

a) in a proper and workmanlike manner and by duly licensed contractors; and

b) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

After completing the Works

ix) Owners must deliver to the owners corporation the following documents relating Works:

a) certification by an engineer nominated by the owners corporation as to the structural integrity of the Works and the building; and

b) any other document reasonably required by the owners corporation.

x) Owners must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.

xi) Owners must (at that Owner's cost) properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works (or any part of them) as required from time to time.

xii) To the extent that s 62(3) is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Works proposed under this by-law.

Liability

xiii) Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and make good that damage immediately after it has occurred.

xiv) Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Costs and Remedy

xv) Owners must indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works or common property areas resulting from the works incurred by the owners corporation (including legal co") and will pay those amounts to the owners corporation when requested or as otherwise directed by it.

xvi) If Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:

a) carry out all work necessary to perform that obligation;

b) enter upon any pan of the parcel to carry out that work; and

c) recover the costs of carrying out that work from that Owner as a debt and payable on written demand or at the direction of he owners corporation.

xvii) Any debt for which Owners are liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if he regulations provide for another rate, that other rate and the interest will form part of that debt.

SPECIAL BY-LAW NO. 7 - BY-LAW FOR DOORWAY WORKS (LOTS 1 AND 66)

A. DEFNITIONS

i) In this by-law:

"Owner' means each of the owners or occupies of lots 1 and 66 in strata plan no. 55068.

"Doorway Works" means the alterations and additions undertaken by the Owners (at that Owner's cost and to remain that Owner's fixtures) to relocate a common property doorway adjacent to the boundary of lots 1 and that part of lot 66 that is adjacent to lot 1 so much of the adjoining common property as is necessary (including all ancillary structure) as depicted on the copies of plans and drawings submitted by the Owners and attached to the minutes of the meeting at which this by-law was made.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed that Act.

B. RIGHTS

iii) Subject to the conditions in paragraph C of this by-law, Owners will have a special privilege in respect of tie common property to perform the Doorway Works and to erect and keep the Doorway Works to and on the common property.

C. OWNER'S OBLIGATIONS

Before commencing the Doorway Works

iv) Owners must submit to the owners corporation the following documents relating to the Doorway Works:

d) plans and drawings;

e) specifications;

f) structural diagrams, and/or

d) any other document reasonably required by the owners corporation.

v) Owners must obtain approval for the performance of the Doorway Works front:

e) the engineer nominated by the owners corporation;

d) the relevant consent authority under the Environmental Planning and Assessment Act; and

c) any other relevant statutory authority whose requirements apply to the Doorway Works.

vi) Owners must effect the following insurances in the joint names of the Owner and owners corporation:

d) contractors all works insurance;

e) insurance required under the Home Building Act 1989 (if required);

f) workers compensation insurance; and

d) public liability insurance in the amount of $10,000,000.

While carrying out the Doorway Works

vii) In carrying out tie Doorway Wore Owners must:

h) transport all construction materials, equipment, debris and other material, in manner reasonably directed by the owners corporation;

i) protect all areas of die building outside their respective lots from damage by the Doorway Works or the transportation of construction materials, equipment, debris;

j) keep all areas of the building outside respective lots clean and tidy throughout the performance of Doorway Works;

k) only perform the Doorway Works at the times approved by the owners corporation;

l) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

m) remove all debris resulting from Doorway Works immediately from the building; and

n) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Doorway Works.

viii) Owners must ensure that the Doorway Works shall be done:

c) in a proper and workmanlike manner and by duly licensed contractors; and

d) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

After completing the Doorway Works

ix) Owners must deliver to the owners corporation the following document relating to the Doorway Works:

c) certification by an engineer nominated by the owners corporation as to the structural integrity of the Doorway Works and the building; and

d) any other document reasonably required by the owners corporation.

x) Owners must properly maintain and keep the common property to which the Doorway Works are erected or attached in a state of good and serviceable repair.

xi) Owners must (at that Owner's cost) properly maintain and keep the Doorway Works in a state of good and serviceable repair and must replace the Doorway Works (or any part of them) as required from time to time.

xii) To the extent that s 62(3) is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Doorway proposed under this by-law.

Liability

xiii) Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Doorway Works to the common property and will make good that damage immediately after it has occurred.

xiv) Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Doorway Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Costs and Remedy

xv) Owners must indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Doorway Works or common property areas resulting from the Doorway Works incurred by owners corporation (including legal costs) and will pay those amounts to the owners corporation when requested or as otherwise directed by it.

xvi) If Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:

d) carry out all work necessary to perform that obligation;

e) enter upon any pan of the parcel to carry out the work; and

f) recover the costs of carrying out that work from that Owner as a debt and payable on written demand or at the direction of the owners corporation.

xvii) Any debt for which Owners are liable under this by-law, is due and payable on demand or at the direction of the owners corporaiton and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of debt

SPECIAL BY-LAW 8 – CAR SPACE (LOT 68)

The owner of Lot 68 in Strata Plan 70179 shall be entitled to the exclusive use of the Car Space No P14 on the same terms and conditions as identified in Special By-Law 3 registered on the title of the common property.

SPECIAL BY-LAW 9 - AIR CONDITIONING UNITS LOT 68 IN SP70179

(i) The owner of Lot 68 in Strata Plan 70179 shall be entitled at all times to affix such air conditioning units and pipes to such part of the common property as shall give effect to the air conditioning of the Lot provided that the owner of Lot 68 shall pay all costs associated with the maintenance and installation of such air conditioning units.

(ii) The owner of lot 68 shall be entitled to have access to the common property for the purposes of repairing, replacing and maintaining air conditioning units.

(iii) When placing the air conditioning units on the common property, the owner of Lot 68 shall not cause any part of the common property or any Lot to have impeded access to the common property or to the Lot.

(iv) The owner of Lot 68 shall not make any claim or charge against the Body Corporate or any owner of any Lot in respect to any matter or thing relating to the attachment of the air conditioning unit to the common property and the manner in which that air conditioning unit is used. The owner of Lot 68 shall pay all costs associated with running the air conditioning unit and shall indemnify the Body Corporate in respect to any losses suffered by the Body Corporate with respect to the air conditioning unit being affixed to the common property.

SPECIAL BY-LAW 10 - AIR CONDITIONING UNITS LOT 69 IN SP70179

(i) The owner of Lot 69 in Strata Plan 70179 shall be entitled at all times to affix such air conditioning units and pipes to such part of the common property as shall give effect to the air conditioning of the Lot provided that the owner of Lot 69 shall pay all costs associated with the maintenance and installation of such air conditioning units.

(ii) The owner of lot 69 shall be entitled to have access to the common property for the purposes of repairing, replacing and maintaining air conditioning units.

(iii) When placing the air conditioning units on the common property, the owner of Lot 69 shall not cause any part of the common property or any Lot to have impeded access to the common property or to the Lot.

(iv) The owner of Lot 69 shall not make any claim or charge against the Body Corporate or any owner of any Lot in respect to any matter or thing relating to the attachment of the air conditioning unit to the common property and the manner in which that air conditioning unit is used. The owner of Lot 69 shall pay all costs associated with running the air conditioning unit and shall indemnify the Body Corporate in respect to any losses suffered by the Body Corporate with respect to the air conditioning unit being affixed to the common property.

SPECIAL BY-LAW 11 - SIGNAGE RIGHTS LOT 68

(i) The owner of Lot 68 shall be entitled to erect a sign to be attached to the common property immediately above the shop front of Lot 68 so as to ensure that the sign does not extend beyond the boundaries of the entry of Lot 68 and immediately adjacent to the part of Lot 69 so far as that signage is no more than 70 centimetres above the concrete ledge which is at the front of the building and defines the boundary between Lot 68 and Lot 69 in Strata Plan 70179. Such Signage shall not be illuminated so as to cause glow of light passing into Lot 69 in Strata Plan 70179.

(ii) The conditions referred to above shall be as follows:

- The owner of Lot 68 shall be responsible for the proper maintenance of the signage and shall keep it in a good state and ensure service and repairs shall be carried out when necessary, subject to this by law.
- The Owner of Lot 68 may replace the existing sign only with a sign of the same dimensions.
- The owner of Lot 68 shall be entitled to illuminate the sign provided the cost of the electricity for such illumination is fully met by the owner of Lot 68.

SPECIAL BY-LAW 12 - SIGNAGE RIGHTS LOT 69

(i) The owner of Lot 69 shall be entitled to erect a sign to be attached to the common property immediately above the shop front of Lot 69.

(ii) The conditions referred to above shall be as follows:

- The owner of Lot 69 shall be responsible for the proper maintenance of the signage and shall keep it in a good state and ensure service and repairs shall be carried out when necessary, subject to this by law.
- The Owner of Lot 69 may replace the existing sign only with a sign of the same dimensions.
- The owner of Lot 69 shall be entitled to illuminate the sign provided the cost of the electricity for such illumination is fully met by the owner of Lot 69.

SPECIAL BY-LAW 13 - NOTICE OF LEASE & OBLIGATIONS UPON OWNERS AND LESSORS

A. Definitions:

In this by-law:

1. The terms "residential tenancy agreement" "landlord" and "tenant' respectively have the same meanings as those terms are defined in the Residential Tenancies Act 1987.

2. "Schedule 1 by-laws means the by-laws in Schedule 1 of the Strata Schemes Management Act 1996

B. Interpretation:

In this by-law words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

C. Terms:

1. If a lot is leased the owner of the lot must give written notice of the lease to the secretary of the Owners Corporation within 14 days after the commencement of the lease. The notice must specify the name of the lessee, the date of commencement of the lease and the name of any agent acting for the owner.

2. A lessor of a lot must provide the occupant of his lot with a copy of the Schedule 1 by-laws and any registered by-laws and must take any necessary and reasonable action to restrain any breach of the by-laws by the occupier of his lot.

3. An owner of a lot must provide any necessary and reasonable action to restrain any breach of the by-laws by the occupier of his lot.

4. A lessor of a lot must take any necessary and reasonable action to enforce the terms of any residential tenancy agreement if there is any breach of the by-laws, any other breach of such residential tenancy agreement, the provisions of the Residential Tenancies Act 1987, or any other legislation affecting the relationship of landlord and tenant, by the occupier of his lot.

5. The duty imposed under this by-law is in addition to the duty imposed on the lessor of a lot under section 119 of the Strata Schemes Management Act 1996.

SPECIAL BY-LAW 14 - COMPLIANCE WITH ENVIRONMENTAL PLANNING & ASSESSMENT Act 1979

A. Definitions:

In this by-law:

"Council" means the State or local government body or planning authority with authority to determine applications under the Environmental Planning & Assessment Act 1979.

B. Interpretation:

In this by-law words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

C. Terms:

1. An owner, occupier or lessee of a lot must comply with any law concerning the use of the lot, including the terms of Development Consent and any environmental planning instrument under the Environmental Planning and Assessment Act 1979.

2. Without limiting the terms of paragraph 1 hereof a residential lot may be only owner-occupied or occupied by a tenant subject to a tenancy agreement under the Residential Tenancies Act 1987 (or amending legislation).

3. If an owner occupier or lessee of a lot fails to comply with the terms of this by-law and as a consequence Council issues an Order or commences proceedings under the Environmental Planning & Assessment Act 1979 in relation to that lot then the owner occupier or lessee must indemnify the Owners Corporation for its costs of defending such an action and any penalty imposed.

SPECIAL BY-LAW 15 - PERFORMING BUILDING WORK

Introduction

The purpose of this by-law is to put owners on notice as to how building works should be performed within the strata plan. The by-law distinguishes between minor works such as a refurbishment, more extensive works and major renovations.

Terms

1. Minor Works

If the owner or occupier (with the owner's consent) of a lot intends to carry out minor Works, such as painting, wall-papering, installing new cabinets in the kitchen (without penetrating a common property wall or floor) or otherwise performing minor renovations to a lot then no notice need be given to the Owners Corporation and no consent is required.

2. Penetration of Common Property

If the owner or occupier (with the owner's consent) of a lot intends to carry out Works that involve penetrating a common property wall, ceiling or floor then notice must be given to the Owners Corporation and written approval obtained.

3. Air Conditioners

3.1. Prior to installing any air conditioner the owner or occupier must:

3.1.1. Provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications.

3.1.2. Obtain the written approval of the Owners Corporation to the size, performance specifications, colour and type of the proposed unit, and its location and manner of installation (including the application of acoustic dampeners and screens (or other requirements) to minimize the visibility of any component of the unit). For this purpose, the owner or occupier must, if requested in writing by the Owners Corporation,

present drawings and specifications of the proposed installation to the Owners Corporation.

3.2. If an occupier of a lot is installing an air conditioner then the written consent of the owner of lot must be provided to the Owners Corporation.

3.3. In installing an air conditioner, an owner or occupier must: -

3.3.1. Ensure that condensation and run-off are drained through lines to existing drains or pipes.

3.3.2. Conceal electrical and coolant lines from view, as far as possible.

3.4. No air conditioner shall be installed in a window.

Use of an air conditioner

3.5. An owner or occupier must not use an air conditioning unit in breach of the Protection of the Environment Operations Act 1997 or any other applicable law.

3.6. An owner or occupier must not use an air conditioner if its use generates noise, vibration or heat that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or of the common property by any person entitled to use it. If required by the Owners Corporation (acting reasonably) the owner or occupier will perform remedial works to mitigate noise or vibration or remove a unit.

3.7. The owner or occupier must maintain the air conditioner in a state of good and serviceable repair and must renew or replace it when necessary.

3.8. For the purpose of this by-law any air conditioner shall remain the property of the owner of the lot installing it or the owner of the lot served by it whether or not it is installed by the owner or occupier.

3.9. An owner or occupier may remove an air conditioner but must do so at his expense and in a workmanlike manner. An owner or occupier must ensure that after an air conditioner is removed the common property is restored.

4. Alteration of Structure

4.1. If the owner or occupier (with the owners consent) of a lot intends to carry out Works that alter the structure of lot then Sec60n 116(2) of the Strata Schemes Management Act 1996 provide that the owner must first give the Owners Corporation, not later than 14 days before of the alteration, a written notice describing the proposed alteration.

4.2. Notification under this clause is to be given to both the Strata Managing Agent and the Secretary of the Owners Corporation.

4.3. No work to common property may be performed under this clause that interferes with support or shelter provided for another lot or common property or the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil or other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts.

4.4. If notification is given under this clause and the Owners Corporation requests clarification, further information and/or certification, then work shall not commence until such information, clarification or certification is provided.

5. Material Alteration

If the owner or occupier (with the owner's consent) of a lot intends to carry out Works that include material alteration of the common property or interference with services, support or shelter, the Owners Corporation may require that such works may not be undertaken without a specific by-law being made and registered (such a by-law may contain requirements concerning maintenance of works, indemnity of the Owners Corporation, hours of work, payment of bonds etc). Development Consent from Council may also be required.

6. Section 52 By-law

For a by-law in terms of clause 5 hereof to be made, the Owners Corporation should be supplied with adequate details to enable the by law to be drafted. If an architect or other design consultant is involved then the nature and scope of the Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawing may be annexed to and form part of the by-law. The purpose of a by law of this type is that once registered on the common property Certificate of Title, the owner and successors in title and other owners and the Owners Corporation are clearly on notice of the nature and extent of the privilege granted and the responsibilities imposed under the by-law.

7. Conditions Applicable to all Building Works other than Minor Works

7.1. Plan of Management

7.1.1. The owner or occupier must provide, prior to the commencement of any Building Works, to the Executive Committee a plan of management directed at demonstraü.ng the method or methods by which goods, including demolition materials will be removed from the building and goods, including building materials, will be brought to the site of the works and stating the duration of the Works.

7.1.2. Executive Committee may approve in writing the plan as presented to it, or may disapprove the same, or may approve the same only on conditions or with the making of changes to the proposals contained therein. No work shall be commenced until and unless approval is given, and all works must be done in strict compliance with the plan of management as approved, or, if the Executive Committee has appended conditions thereto, in accordance with those conditions.

7.2. Payment of Bond

7.2.1. Owners or occupiers performing any building Works shall, prior to commencement of such works, pay a bond of $5,000.00 (five thousand Dollars) or such other amount as may be determined by the Owners Corporation from time to time which bond may be used by the Owners Corporation for some purpose of remedying for its benefit, or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the owner or occupier of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.

7.2.2. The Owners Corporation may deduct from the bond any of the following:

7.2.2.1. A non-refundable portion of $300 toward wear and tear of the common property.

7.2.2.2. The cost of rectifying any damage to the common property or the Owners Corporation's personal property caused by the building works.

7.2.2.3. The cost of cleaning the common property if the owner or occupier fails to do so to the reasonable satisfaction of the Owners Corporation.

72.3. 'The Owners Corporation must pay any residue of the bond to the owner or occupier within fourteen days of notification of completion of building works.

7.3. Hours of Work

The owner or occupier must not perform Works or allow them to be carried out except between the hours of 8 AM and 5 PM Monday to Friday and 8 AM to 12 Noon on a Saturday (excluding public holidays) or during such other times as may be approved by the Owners Corporation.

7.4. Hard Surfaces

No work is permitted within the strata scheme that would result in a kitchen, bathroom, laundry or other hard surfaced area within a lot, being relocated to a position above a bedroom of a Lot below.

7.5. Compliance with Codes

7.5.1. Owners or occupiers performing any building Works in the strata parcel must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owners, servants, agents and contractors.

7.5.2. Owners or occupiers performing any building Works in the parcel must comply with any applicable Australian Standard and Building Code.

7.6. General Conditions

7.6.1. The owner or occupier shall ensure that none of Works encroach onto an adjoining lot.

7.61 Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

7.6.3. The owner or occupier must maintain all areas of common property' adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.

7.6.4. Works inside the lot must only occur when the door between the lot and the common property hallway is completely closed. The owner or occupier must ensure that the corridor serving the lot is protected from damage for the duration of the Works.

7.6.5. The owner or occupier must ensure that the lift is protected by the use of drop sheets and kept clean during any Works.

7.6.6. The owner or occupier must repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

The terms of this by-law are additional to the requirements of Section 116 of the Strata Schemes Management Act 1996.

SPECIAL BY-LAW 16 - EXCLUSIVE USE LOT 67

Part 1: Preamble-introduction:

1) This is a by-law made under the provisions of Division 4 of Part50f Chapter 2 of the Strata Schemes Management Act 1996.

2) The lobby to the building is being renovated and slightly reconfigured and it has been agreed that a portion of common property will be used by Lot 67.

3) The effect of the by-law is to grant the owner of Lot 67, subject to specified conditions, a right of exclusive use of the portion of the common property that prior to the renovation was part of the lobby.

Part 2: Definitions & Interpretation:

In this by-law:

1. "Area" means the portion of the common property depicted on Figure 2 and marked with the letter "A".

2. Figure 1 is the relevant part of the strata plan (as depicted on Sheet 3 of the registered strata plan) that shows the configuration of the lobby prior to the renovation.

3. Figure 2 depicts the ' Area' and part of the reconfigured lobby.

4. "Owner" means the owner from time to time of Lot 67.

5. Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Schemes Management Act 1996 have the meaning given to them in that Act.

6. All parts of this by-law including the introduction are to be considered in the interpretation of it.

Part 3 Grant of Exclusive Use

On the conditions set out in &tis by-law, the Owner shall have a right of exclusive use and enjoyment of the Area.

Conditions:-

The Owner shall be responsible for the proper maintenance of the Area and for keeping it in a state of good and serviceable repair.

Part 4 Drawings

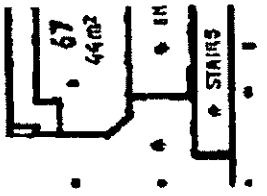


Figure 1:

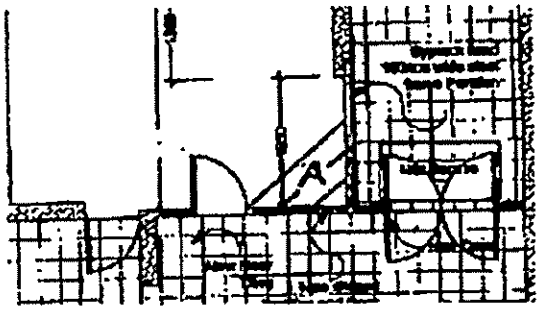


Figure 2:

SPECIAL BY-LAW 17 - FIRE ALARMS

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

(a) **Common Property** means the common property in strata scheme 55068.

(b) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.

(c) **Fire Alarm Costs** means:

(i) any charges imposed by Fire and Rescue NSW pursuant to the Fire Brigades Act 1989, the Fire Brigades Regulation 2008 in responding to activation of any Fire Alarm; and

(ii) any additional administrative fee associated with the charges referred to in clause 1.1(c)(i).

(d) **Fire and Rescue NSW** means the department of government established by the Fire Brigades Act 1989 or any other authority, company or individual which replaces or performs that same function.

(e) **Lot** means a lot in strata scheme 55068.

(f) **Owner or Occupier** means the owner or occupier of a Lot from time to time.

(g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 55068.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996;

(d) references to legislation includes references to amending and replacing legislation; and

(e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another governmental body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2

CONDITIONS AND OBLIGATIONS

2.1 An Owner or Occupier must not, by wilful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by the Owner or Occupier.

2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation.

2.3 The Owners Corporation may:

(a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and

(b) include reference to the debt on notices under section 109 of the Strata Schemes Management Act 1996.

SPECIAL BY-LAW 18 – REPEALED DEALING

1. Special By-law 22 in registered dealing (AG699396Q) is repealed (to the further intent that the authority purportedly given to the owner of Lot 37 pursuant to s.65A(1) of the Strata Schemes Management Act 1996 and recorded in that registered dealing is revoked).

AMENDED: 20/10/2014 (AJ211414)

SPECIAL BY-LAW 19 - BUILDING WORKS

A. THAT the Owners Corporation specially resolve pursuant to s.65A(1) of the Strata Schemes Management Act 1996 and for the purposes of Special By-Law 16 (Performing Building Work) in registered dealing AD951208:

1. That Hyland Securities Pty Limited, the owner of Lots 37 and 38, be authorised to add to and to alter the common property by undertaking the works to consolidate and to refurbish Units 501 and 502 in the manner described in the drawings of Architecture Unlimited dated March 2013 (Nos. 2511 — A101 to A105 Issue 1) in accordance with the approval granted by the City of Sydney (Development Application No. D/2013/1027), and such ancillary works as are required for the safe and lawful undertaking of these works, including:

- the relocation of the entrance;
- the removal and relocation of internal walls and doors;
- the reconfiguration of internal fittings and fixtures (with lighting and services to suit)
- the installation of new tiled flooring with waterproof and acoustic membranes

2. This authority is given by the Owners Corporation:

(a) on the basis that the ongoing maintenance of the alterations and additions to the common property is the responsibility of the owners of Lots 37 and 38 jointly and severally (and of the lot created upon registration of a strata plan of subdivision of Lots 37 and 38 and the common property);

(b) on the conditions set out in cl.7 of Special By-Law 16 (Performing Building Work) in registered dealing AD951208 (unless dispensed with by the Owners Corporation); and

(c) subject to the following by-law being made with the consent in writing of Hyland Securities Pty Limited, and registered;

SPECIAL BY-LAW 20 – COMMON PROPERTY ALTERATIONS (LOTS 37 & 38)

1. The owners of Lots 37 and 38, having received authorisation pursuant to s.65A(1) of the Strata Schemes Management Act 1996 to alter and to add to the common property in the manner proposed in the drawings of Architecture Unlimited dated March 2013 (Nos. 2511 AIOI to A105 Issue 1) in accordance with the approval granted by the City of Sydney (Development Application No. D/2013/1027), shall be responsible:

(i) to maintain (and to repair and to replace when necessary for this purpose) the alterations of and additions to the common property made in the course of those works, and in the ancillary works required for their safe and 'awful undertaking;

(ii) to comply with any reasonable requests of the Owners Corporation as to the manner of maintenance, repair or replacement;

(iii) to indemnify the Owners Corporation in respect of any expense, liability or claim arising out of the undertaking of those works, or the maintenance, repair or renewal of them;

(iv) to comply at his own expense with any requirement, notice or order concerning the alterations or additions issued by the local Council or any Court or Tribunal having jurisdiction; and

(v) to consent in writing to a by-law which imposes responsibility for complying with these requirements upon the owner for the time being of a lot created upon registration of a strata plan of subdivision of Lots 37 and 38 and common property.

Subdivision

B. 1. That the Owners Corporation specially resolve to consent to the subdivision of Lots 37 and 38 and common property according to the draft plan of registered surveyor Daniel Gerard Williams distributed with the notice of meeting (as it may be amended to include the correct number of the proposed lot), and to agree to each proposed unit entitlement and the proposed aggregate unit entitlement on the strata plan administration sheet.

2. That the common seal of the Owners Corporation be affixed to the registration plan corresponding with the draft plan of registered surveyor Daniel Gerard Williams and certificate under s.37(4)(a) or s.37A(5)(b) of the Strata Schemes (Freehold Development) Act 1973 ("the Act") accompanying the plan.

3. Subject to the issue of a strata certificate relating to the proposed subdivision under s.37(4) or s.37A(5) of the Act, that the common seal of the Owners Corporation be affixed to a certificate under s.9(3)(d)(i) of the Act.

4. That the Owners Corporation consent to any development application or strata application required by the City of Sydney for the purposes of the subdivision, and that the strata manager be authorised and instructed to affix the common seal of the Owners Corporation to any such application.

5. That the Owners Corporation transfer its interest in the lot to be created upon registration of the strata plan of subdivision to Hyland Securities Pty Limited (or is it may direct in writing) for a consideration of $12,500.00, and that the strata manager be authorised and instructed to affix the common seal of the Owners Corporation to a transfer in registrable form in these terms.

6. That the strata manager be authorised and instructed to produce the Certificate of Title comprising the common property at the Land & Property Management Authority and to do all other acts required on the part of the Owners Corporation to permit registration of the strata plan of subdivision and of the transfer.

SPECIAL BY-LAW 21 – BY-LAW AMENDMENTS

(i) Special By-Law 22 is amended by the deletion of paragraphs 2 and 3 in registered dealing A19S652;

(ii) Special By-Law 3 in registered dealing 3442197 (as variously amended) is further amended by the substitution of "70" for "37" in the list of lot numbers in the Schedule.

(iii) This by-law will take effect upon the registration of a strata plan of subdivision of Lots 37 and 38 and common property.

SPECIAL BY-LAW 22 - TRANSPORTATION OF GOODS

PART 1

GRANT OF POWER

1. In addition to the powers, authorities, duties and functions conferred by or imposed on the owners corporation pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions subject to the conditions in Part 3 and Part 4:

   (a) the power to specify requirements for the use of the common property in relation to moving and transportation of Goods within the Lots and common property; and

   (b) the power to charge the Bond.

PART 2

DEFINITIONS & INTERPRETATION

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

   (a) **Act** means the Strata Schemes Management Act 1996.

   (b) **Approved Form** means the form attached at **Annexure A** or as the executive committee may otherwise approve from time to time

   (c) **Bond** means the refundable bond in the amount of $500.00 (or such other amount determined by the Owners corporation Executive Committee from time to time) made payable to The Owners- Strata Plan No. 55068.

   (d) **Building** means the building situated at 40 Macleay Street, Elizabeth Bay.

   (e) **Goods** means any furniture or large object (inclusive of crates, boxes and the like which contain any furniture, equipment or supplies, excluding suitcases and backpacks) when the owner or tenant initially moves inot or moves out of an apartment in SP 55068

   (f) **Lot** means each lot in strata plan 55068.

   (g) **Owner** means the owner or occupier of the Lot from time to time.

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

   (a) the singular includes plural and vice versa;

   (b) any terms in the by-law will have the same meaning as those defined in the Act; and

   (c) references to legislation includes references to amending and replacing legislation.

2.3 Where a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

PART 3

CONDITIONS

3.1 For the purposes of this by-law the Owner is responsible for any occupier, tenant or invitee who transports any Goods through the common property.

3.2 An Owner must:

(a) notify the owners corporation that Goods are to be transported through the common property by providing the it with the Approved Form and Bond three (3) working days prior to the transportation of Goods.

(b) ensure that the transportation of any Goods is supervised by the Owner, occupier or some other person advised to the owners corporation;

(c) comply with the directions of the owners corporation or executive committee in respect of the transportation of the Goods;

(d) ensure that any tradesperson, delivery company, removalist, representative, invitee or the like comply with the terms of this by-law;

(e) only carry out the transportation of Goods at the Building between 9.00am-6.OOpm Monday to Saturday. For the avoidance of doubt, no moving in or out or transportation of Goods is permitted on Sundays;

(f) obtain the written consent of the owners corporation or the executive committee if transportation of Goods at the Building is required outside the times referred to in clause 3.2(e);

(g) ensure that the common property is left in a clean and tidy state after the transportation of the Goods has occurred in the reasonable opinion of the owners corporation (through the executive committee); and

(h) ensure that the transportation of the Goods does not interfere with or damage the common property or the property of any other Owner or occupier and if this occurs, the Owner must rectify that interference or damage within a reasonable period of time, at their own cost.

3.3 Where there is any damage caused to the common property by the transportation of Goods by any Owner or the Owner's invitee, the owners corporation shall do the following:

(a) notify that Owner of the damage;

(b) provide that Owner with quotations to carry out the repairs caused;

(c) instruct contractors or agents to effect the requisite repairs; and

(d) deduct the amount of the damage from that respective Owners' Bond.

3.4 The Bond paid will be refunded to the Owner or the occupier at the conclusion of the moving in or out, as the case may require, less any amounts required to rectify and damage caused to Lot or common property as a result of the moving in or out in accordance with clause 3.3.

PART 4

ENDURING OBLIGATIONS

4.1 An Owner:

(a) must comply with any approval or directions of the owners corporation and the executive committee given under this by-law;

(b) remains liable for any damage to Lot or common property arising out of the transportation of the Goods whether it is undertaken by the Owner, the Owner's invitee; and

(c) must indemnify and keep indemnified the owners corporation against any costs or losses arising out of the transportation of the Goods including in respect of the property of an Owner.

4.2 If an Owner or occupier fails to comply with any obligation under this by-law the owners corporation may:

(a) carry out all work necessary to perform that obligation; and

(b) recover the costs of such work from the defaulting Owner either by deducting it from the Bond under clause 3.4 or otherwise.

STRATA PLAN 55068, 40 MACLEAY STREET, ELIZABETH BAY.

TRANSPORTATION OF GOODS APPLICATION FORM

Use this form if you wish to move in/out of the building. This form is to be construed according to the conditions outlined in the BY-LAW NO. < > FOR TRANSPORTATION OF GOODS.

I, _____(owner/tenant) of Unit _____, hereby notify The Owners – Strata Plan 55068 that the following shifting activity shall take be in placed at / from the stated unit:-

☐ Move In

☐ Move Out

☐ Others (please specify): _____

Contact No. (Home) _____ (Office) _____ (Mobile) _____

Details of the above shifting activity shall be as following:-

Date(s): _____ Type of vehicle: _____

Time of arrival: _____ Duration required: _____ hours

Size / weight (lorry): _____

Important: Move in and out of the building is only restricted to Monday to Saturday - 9.00am to 6.00pm (or other time approved by the Owners corporation in writing).

Terms and Conditions

☐ Only complete application form will be accept by the Owners Corporation.

☐ Application should submit the application (3) three working days in advance to the Owners corporation before activities begin.

☐ Monetary Bond must be provided to the Owners Corporation in the form of a cheque for $500 made out to "The Owners - Strata Plan No 55068".

☐ Deposit will be refunded if the Building Manager is satisfied after checking for any damage and cleanliness.

☐ Permissible hours for shifting in or out only within 9.00am to 6.00pm Monday - Saturday.

☐ Should any incident of loss, theft or other mishap found during or after the transaction, the Owners Corporation will not hold any responsibility.

I hereby:

- understand that the entire waste disposal should not to be thrown on or around the common property and the Owners Corporation reserves a right to forfeit against my deposit shall the rules and regulation breached; AND
- warrant that I have read By-Law No. < > for Transportation of Goods and agree to comply with all of the conditions and limitations imposed thereby.

.....

Signature:

Name:

Date:

.....

(For Office Use Only)

Received by (Management staff): _____ Date: _____

Amount of deposit received: _____ Official Receipt No. : _____

.....

Strata manager was requested to investigate the possibility of setting up a notification of any leases at the property to ensure that notice is given to the letting agent of the requirements of this bylaw.

SPECIAL BY-LAW 23 – EXCLUSIVE USE (LOT 13)

1. Special By-Law 22 in registered dealing AG699396Q is repealed (to the further intent that the authority purportedly given to the owner of Lot 13 pursuant to s.65A(1) of the Strata Schemes Management Act 1996 and recorded in that registered dealing revoked).

2. Special By-Law 4 in registered dealing 3442197 H (as amended by Special By-Law 18 in registered dealing AD951208R and by Special By-Law 21 in registered dealing AF916456U) is further amended by the additions of the following conditions:

Special By-Law 4 (iii)
(iii) After the words on the third line "relation to the storage of goods" the following words are to be added "on Level 2 S14 may be used as a toilet area".

Special By-Law 4 (iv).
(vi) Notwithstanding anything to the contrary in this by-law, the owner for the time being of Lot 13 shall have a right of exclusive use and enjoyment of part of the storage area designated S14 on the 2nd Level, being the part designated by hatching in the sketch which forms Annexure "A" hereto, on condition that the owner for the time being of Lot 13, rather than the owner of Lot 67 comply with the other conditions of this by-law to the extent that they apply in relation to the hatched area.

3. On the following conditions, the owner for the time being of Lot 13 ("the owner") shall have a special privilege in respect of the common property to keep and to maintain the alterations and additions numbers 1 - 9 (inclusive) of the works described in Annexure "B" page No. 5 of 7 ("the improvements").

Conditions:

(i) The Owners Corporation shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property, including Level 2 S14 five (5) vertical pipes that pass through from floor to ceiling, the cistern that services lot 12 and the horizontal sewerage connection pipe subject to this by-law, including the other by-laws of the strata scheme, and any special resolution of the Owners Corporation under s.62(3) of the Strata Schemes Management Act 1996.

(ii) The owner must maintain the improvements in a state of good and serviceable repair, and renew or replace them when necessary.

(iii) The owner must undertake any maintenance, repair, renewal or replacement of the improvements in a proper and skillful manner, in accordance with all applicable codes and standards,

(iv) The owner must indemnify the Owners Corporation against any liability or expense which arises directly or indirectly out of the installation, use, maintenance, repair, renewal, replacement or removal of the installations, including any liability in respect of the improvements under s.65(6) of the Strata Schemes Management Act 1996.

(v) The owner must comply at his own expense with any requirement, notice or order of a Court, Tribunal or authority concerning the improvements.

SPECIAL BY-LAW 23 – OWNERS WORKS (LOT 13)

1. Special By-Law 22 in registered dealing AG699396Q is repealed (to the further intent that the authority purportedly given to the owner of Lot 13 pursuant to s.65A(1) of the Strata Schemes Management Act 1996 and recorded in that registered dealing revoked).

2. Special By-Law 4 in registered dealing 3442197 H (as amended by Special By-Law 18 in registered dealing AD951208R and by Special By-Law 21 in registered dealing AF916456U) is further amended by the additions of the following conditions:

Special By-Law 4 (iii)
(iii) After the words on the third line "relation to the storage of goods" the following words are to be added "on Level 2 S14 may be used as a toilet area".

Special By-Law 4 (iv).
(vi) Notwithstanding anything to the contrary in this by-law, the owner for the time being of Lot 13 shall have a right of exclusive use and enjoyment of part of the storage area designated S14 on the 2nd Level, being the part designated by hatching in the sketch which forms Annexure "A" hereto, on condition that the owner for the time being of Lot 13, rather than the owner of Lot 67 comply with the other conditions of this by-law to the extent that they apply in relation to the hatched area.

3. On the following conditions, the owner for the time being of Lot 13 ("the owner") shall have a special privilege in respect of the common property to keep and to maintain the alterations and additions numbers 1 - 9 (inclusive) of the works described in Annexure "B" page No. 5 of 7 ("the improvements").

Conditions:

(i) The Owners Corporation shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property, including Level 2 S14 five (5) vertical pipes that pass through from floor to ceiling, the cistern that services lot 12 and the horizontal sewerage connection pipe subject to this by-law, including the other by-laws of the strata scheme, and any special resolution of the Owners Corporation under s.62(3) of the Strata Schemes Management Act 1996.

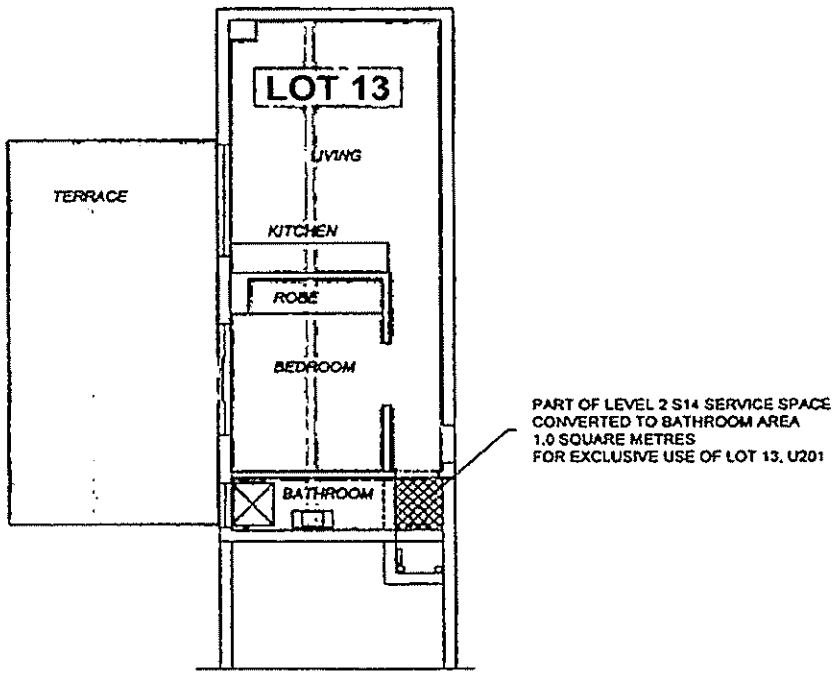
(ii) The owner must maintain the improvements in a state of good and serviceable repair, and renew or replace them when necessary.

(iii) The owner must undertake any maintenance, repair, renewal or replacement of the improvements in a proper and skillful manner, in accordance with all applicable codes and standards,

(iv) The owner must indemnify the Owners Corporation against any liability or expense which arises directly or indirectly out of the installation, use, maintenance, repair, renewal, replacement or removal of the installations, including any liability in respect of the improvements under s.65(6) of the Strata Schemes Management Act 1996.

(v) The owner must comply at his own expense with any requirement, notice or order of a Court, Tribunal or authority concerning the improvements.

ANNEXURE 'A'



PROPOSED PLAN - LOT 13, UNIT 201

NEW AREA FOR EXCLUSIVE USE OF LOT 13, U201

REVISION	DATE	DESCRIPTION
B	1 Nov 2016	Bathroom and general fitout alterations

PROPOSED ALTERATIONS AT LOT 13, 201 / 40 McCLEAY STREET POTTS POINT CLIENT: V REID	Date AUG 2016 Drg No. K16/232.02 Approved Scale 1:100 @ A4	**BSPR PTY LTD Consulting Engineers** PO BOX 227 MENAI CENTRAL 2234 50 YATES ROAD, BANGOR NSW 2234 Phone (02) 9543 7866 Fax (02) 9543 5099 email: bspr@bigpond.net.au

ANNEXURE 'B'

1. Create a new doorway from LOT 13, Unit 201 into LEVEL 2 S14 (removing brick wall) and install a sliding door (which will slide on the inside of S14 into Unit 201 bathroom space).

2. Block existing doorway from bedroom to bathroom.

3. Brick up existing door from common property corridor to S14 service room and make good with finish to match existing in corridor.

4. Install toilet in LEVEL 2 S14 space facing the new sliding door and positioned in centre of new gyprock wall.

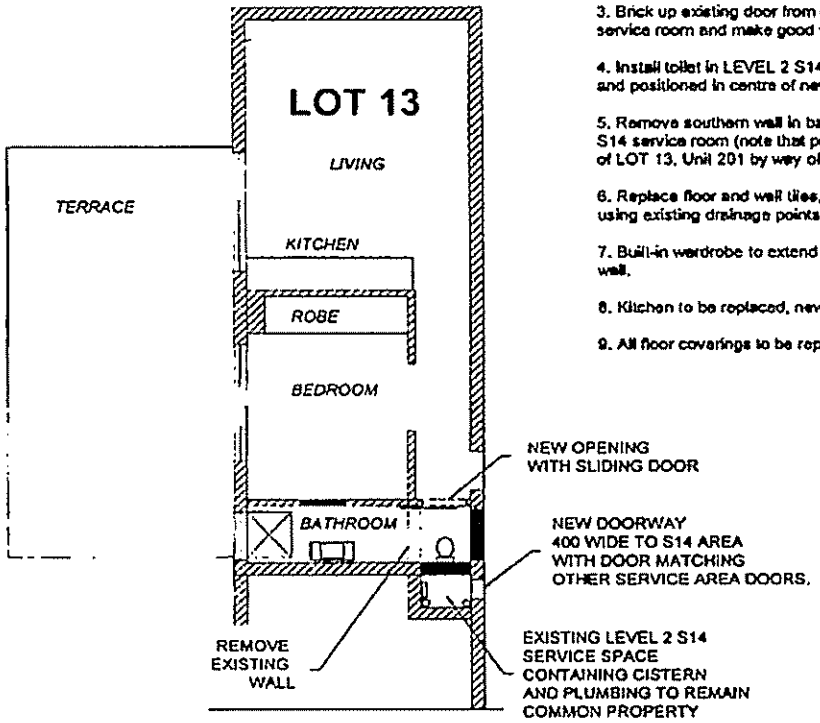
5. Remove southern wall in bathroom to provide access to LEVEL 2 S14 service room (note that part of LEVEL 2 S14 is to become part of LOT 13, Unit 201 by way of exclusive usage rights).

6. Replace floor and wall tiles, hand basin and shower hardware using existing drainage points in bathroom.

7. Built-in wardrobe to extend the full width of the bedroom eastern wall.

8. Kitchen to be replaced, new for old.

9. All floor coverings to be replaced, new for old.



N

PLAN - PROPOSED ALTERATIONS

UNIT AREA	35 SQ METRES
NEW TOILET	1.0 SQ METRES
TERRACE AREA	25 SQ METRES

EXISTING DOORWAYS / OPENINGS TO BE CLOSED OFF

REVISION	DATE	DESCRIPTION
B	1 Nov 2016	Bathroom and general fitout alterations

PROPOSED ALTERATIONS AT LOT 13, 201 / 40 McCLEAY STREET POTTS POINT CLIENT: V REID	Date AUG 2016 Drg No. K16/232.01 Approved Scale 1:100 @ A4	BSPB PTY LTD Consulting Engineers PO BOX 227 MENAI CENTRAL 2234 50 YATES ROAD, BANGOR NSW 2234 Phone (02) 9543 7655 Fax (02) 9543 5999 email: bspr@bigpond.net.au

Req:R878503 /Doc:DL AM576397 /Rev:24-Jul-2017 /Sts:SC.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:42 of 47
Ref:414710-3 /Src:M

STRATA SCHEMES MANAGEMENT ACT 1996

CONSENT TO BY-LAW

TO: **The Secretary**
The Owners – Strata Plan No 55068

I, **VICKI ANNE REID** being the owner of Lot No 13 in Strata Plan No 55068 **HEREBY CONSENT** to the making of a by-law to vary rights of exclusive use of common property benefiting Lot 67, to repeal rights of exclusive use of common property benefiting Lot 13, and to confer a right of exclusive use and special privileges upon the owner for the time being of Lot 13, such By-Law to be made by the Owners Corporation at a General Meeting to be convened on the 21st day of November 2016 or at an adjournment of that meeting.

V A Reid

SIGNATURE OF OWNER

Dated: 3rd **day of** November **2016**

STRATA SCHEMES MANAGEMENT ACT 1996

CONSENT TO BY-LAW

To:

The Secretary
The Owners - Strata Plan No.
55068 Strata Partners

AND

The Registrar-
General Queens
Square
SYDNEY

I, VICKI ANNE REID being the owner of Lot 13 in Strata Plan No. 55068,

HEREBY CONSENTS to the making of a by-law to vary rights of exclusive use of common property benefiting Lot 67 specifically relating only to Level 2 S14, to repeal rights of exclusive use of common property benefiting Lot 13, and to confer a right of exclusive use and special privileges upon the owner for the time being of Lot 13 for the sum of $11,000.00 such by-law to be made by the Owners Corporation at a General Meeting to be convened on the 21st day of November 2016 or at an adjournment of that meeting.

SIGNATURE OF OWNER

EXECUTED BY VICKI ANNE REID in accordance with section 127 of the Corporations Act 2001:

Owner

DATED: 2nd day of November 2016

STRATA SCHEMES MANAGEMENT ACT 1996

CONSENT TO BY-LAW

To·

The Secretary
The Owners - Strata Plan No.
55068 Strata Partners

AND

The Registrar-
General Queens
Square
SYDNEY

PILMYTH PTY LTD, being the owner of Lot 67 in Strata Plan No. 55068,

HEREBY CONSENTS to the making of a by-law to vary rights of exclusive use of common property benefiting Lot 67 specifically only relating to LEVEL 2 S14, to repeal rights of exclusive use of common property benefiting Lot 13, and to confer a right of exclusive use and special privileges upon the owner for the time being of Lot 13, such by-law to be made by the Owners Corporation at a General Meeting to be convened on the 21st of November 2016 or at an adjournment of that meeting.

SIGNATURE OF OWNER

EXECUTED by **PILMYTH PTY LTD**)
ACN 065 043 316 in accordance with)
section 127 of the Corporations Act)
2001:)
)
)
)
)

Signature of *Director / ~~*Sole Director and Sole Secretary~~
LUKE VERON
Print Full Name

Signature of *Director / *Secretary
ANDREW VERON
Print Full Name

DATED: 22nd day of November 2016

Req:R878503 /Doc:DL AM576397 /Rev:24-Jul-2017 /Sts:SC.OK /Pgs:ALL /Prt:19-Dec-2017 10:54 /Seq:45 of 47
Ref:414710-3 /Src:M

Building and Structural Prepurchase Reports Pty Ltd
ABN 64 003 762 918

Also trading as
BSPR Consulting Engineers

BUILDING CONSULTANTS
STRUCTURAL ENGINEERS

Our ref: K16/354(232)

1 November 2016

Attention Executive Committee

Owners Corporation
40 Macleay Street
POTTS POINT NSW 2011

Dear Sir/Madam

RE: LOT 13, 201/40 MACLEAY STREET, POTTS POINT - PROPOSED ALTERATIONS

As requested, this firm has undertaken an assessment of the proposed alterations to the subject property.

We advise that the alterations are not structural works, being essentially minor building works that are aesthetic in nature We hereby certify that the proposed alterations will have no effect whatsoever on the structural integrity of the building

Yours faithfully

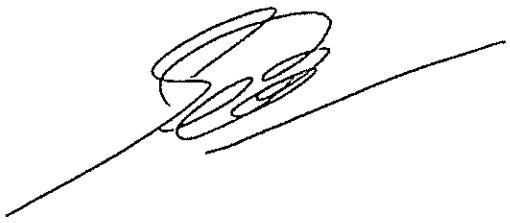
Art Candarakis B.E Civil UTS

SPECIAL BY-LAW 24 - SMOKING ON THE PREMISES

By-law prohibiting smoking on the premises:

(i) The owner or occupier of the lot must not smoke nor allow smoking within a lot or within the common property.

(ii) Without limiting paragraph (i), the owner or occupier of a lot must not allow any invitee to His/her lot to smoke within the lot or upon common property.



THE COMMON SEAL OF S.P 55068

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 55068 was affixed on ^ 28 JUNE 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: ..... Name: SEAN BERMINGHAM Authority: STRATA MANAGING AGENT

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

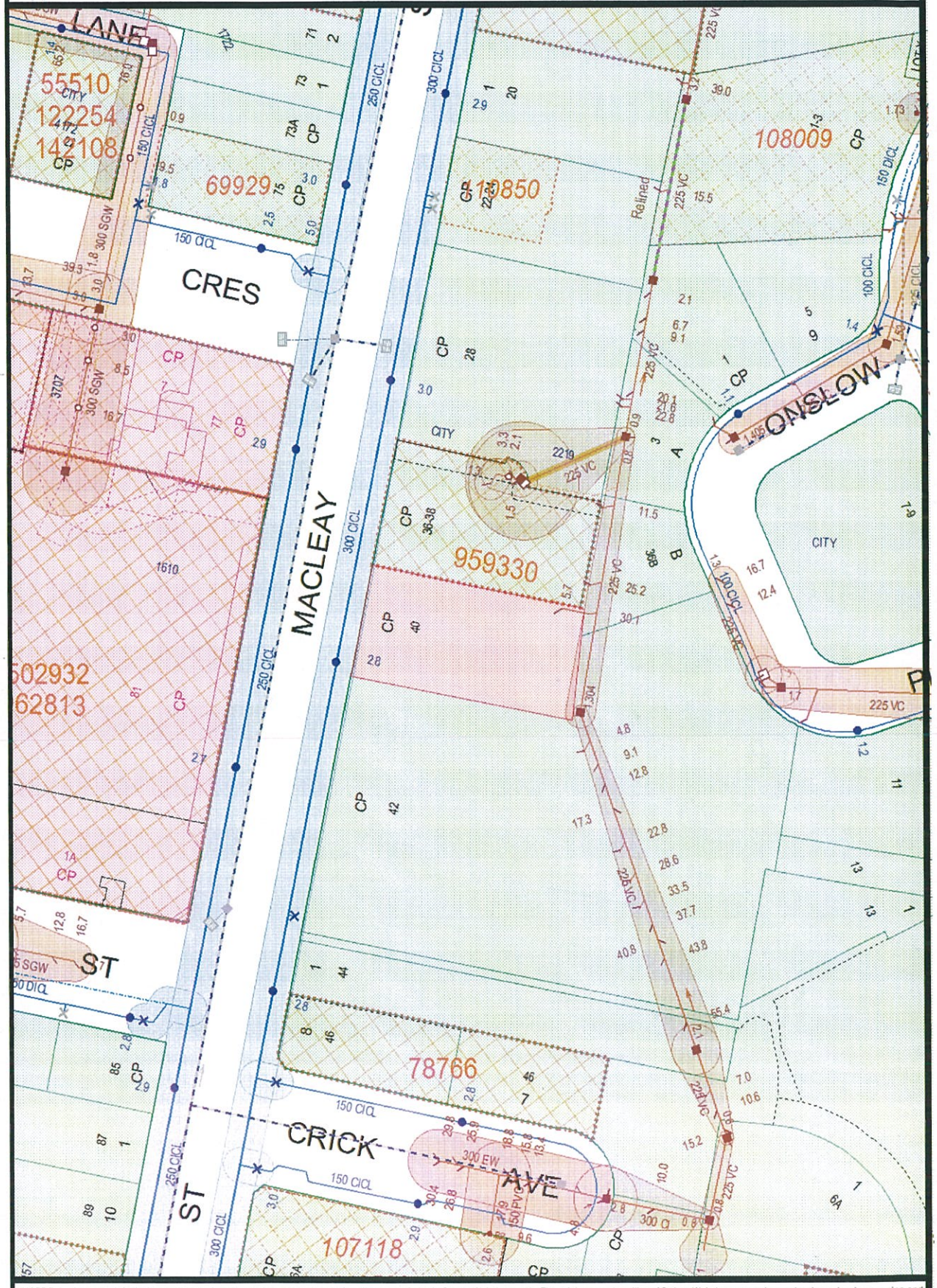
^ Insert appropriate date
* Strike through if inapplicable.

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

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

Created 2016

Application No. 9785492 Created on Dec 19, 2017 10:54:56 AM



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application No. 9785493 Created on Dec 19, 2017 10:54:56 AM

SEWERAGE SERVICE DIAGRAM

Municipality of City of Sydney No. 307208

(POTTS POINT) SHERATON HOTEL

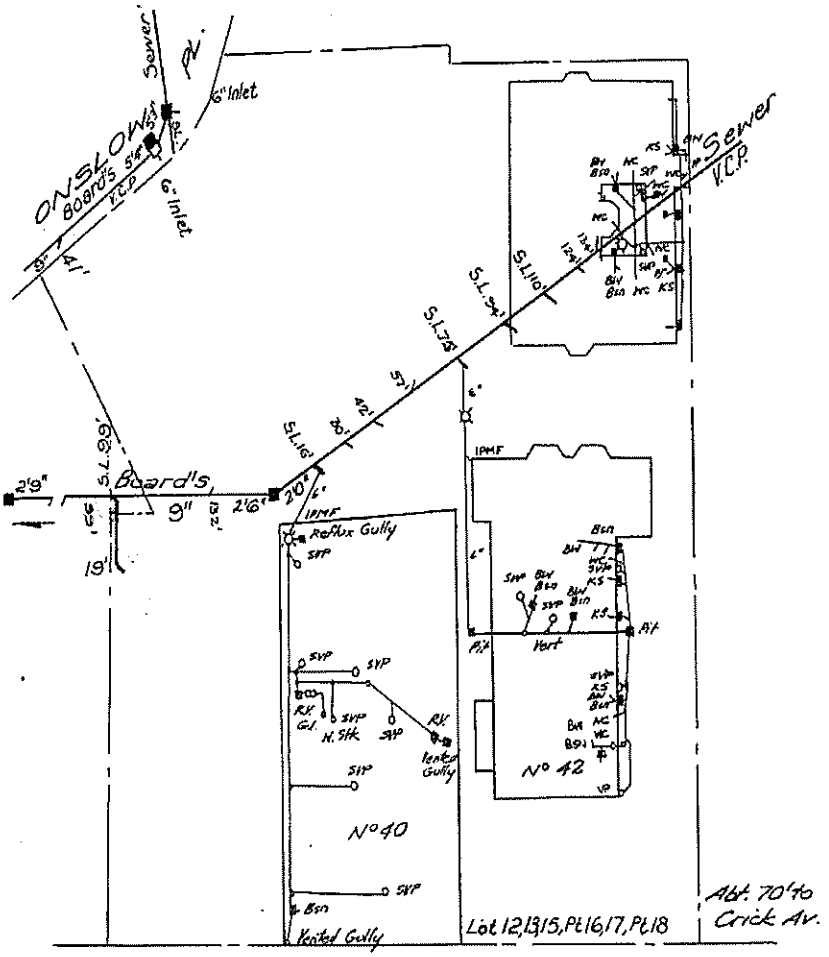
SYMBOLS AND ABBREVIATIONS

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

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



MACLEAY ST.

~~1207 066~~

RATE No._____ W.C.s_____ U.C.s_____ _____ 19____

SHEET No. 3803 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth		/ /	Date / /		/ /
Shr	Inspector		Outfall HL LL	Inspector	
Bsn.	Examined by	/ /	Drainer	143/106	
K.S.			Plumber	379/662	
T.	Chief Inspector		Boundary Trap	586/254	
Pig.					
Dge. Int.	Trapine Checked	/ /			

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Letting fee $473 inc GST 6/3/17
Rent increase $440pw starting 24/9/17

ISSUED BY

REINSW
REAL ESTATE INSTITUTE OF NEW SOUTH WALES

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2010

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

sydneylinks real estate

IMPORTANT NOTES ABOUT THIS AGREEMENT

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

This agreement is made on 01 /02 /2017 **at** 194 - 196 Victoria St, POTTS POINT 2011 **between**

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

Name/s Alexander Theodore Cass

Sydneylinks Real Estate — A.B.N. (if applicable)

Contact Details — Care of Agent ☑ Yes ☐ No

(02) 8302 3000

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

Anwar Raslan

Contact: 0402 838 141

Email: araslan74@hotmail.com

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

Licensee SydneyLinks.Net Pty Ltd

Trading as SydneyLinks.Net Pty Ltd — A.B.N. 29 092 092 478

Address 194-196 Victoria Street

Potts Point, NSW — Postcode 2011

Phone 02 8302 3000 Fax 02 8302 3099 Mobile 0404 893 883 Email TMuljono@sydneylinks.com.au

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

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

Name/s — A.B.N.

Address — Postcode

Phone Fax Mobile Email

TERM OF AGREEMENT

The term of this agreement is: 12 ~~weeks~~/months/~~years~~

starting on 24 /03 /2017 and ending on 23 /03 /2018 [Cross out if not applicable]

RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address 804/40 Macleay St

Suburb Potts Point — State NSW — Postcode 2011

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

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

Scanned to FS

RESIDENTIAL TENANCY AGREEMENT

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

The residential premises do not include: *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

RENT

The rent is $430 per W1 payable in advance starting on 24 /03 /2017 .

The method by which the rent must be paid:

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

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

BSB number: _____ Account number: _____

Account name: _____

Payment reference: BPAY - Biller Code: 4481 Reference Number:23522980 , or

(c) as follows: direct debit

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

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

A rental bond of $1680.00 must be paid by the tenant on signing this agreement.

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

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

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

URGENT REPAIRS

Nominated tradespeople for urgent repairs and their contact details:

Electrical repairs:	Supreme Fire & Electrical Services (Steve)	Telephone: 0412 324 144 or 02 9593 2338
Plumbing repairs:	Alex and Lou Plumbing	Telephone: 0418 475 555
Other repairs:	Bells Lock Smith	Telephone: 02 9357 2333

WATER USAGE

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

STRATA BY-LAWS

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

CONDITION REPORT

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

TENANCY LAWS

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

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AL

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
   - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
   - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

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

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

RENT INCREASES

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

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

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

RENT REDUCTIONS

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

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

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

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

10.5.1 are separately metered, or

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

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

11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

11.2 the landlord gives the tenant at least 21 days to pay the charges, and

11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

11.4 the residential premises have the following water efficiency measures:

11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,

11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

POSSESSION OF THE PREMISES

13. **The landlord agrees:**

13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**

14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**

15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

15.2 not to cause or permit a nuisance, and

15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

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

16. **The tenant agrees:**

16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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

17.1 to remove all the tenant's goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and

17.5 to make sure that all light fittings on the premises have working globes, and

17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. **The landlord agrees:**

18.1 to make sure that the residential premises are reasonably clean and fit to live in, and

18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

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

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

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

20. **The landlord agrees:**

20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

22. **The landlord and tenant agree:**

22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

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

LANDLORD'S ACCESS TO THE PREMISES

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

23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

23.2 if the Civil and Administrative Tribunal so orders,

23.3 if there is good reason for the landlord to believe the premises are abandoned,

23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

23.10 if the tenant agrees.

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

24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. **The tenant agrees:**

27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

LOCKS AND SECURITY DEVICES

29. **The landlord agrees:**

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

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. **The tenant agrees:**

30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. **The landlord and tenant agree** that:

32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. **The landlord agrees:**

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

34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.

39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

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

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

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

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

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

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

LOOSE-FILL ASBESTOS INSULATION

40B. **The Landlord agrees:**

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

(a) both the landlord and tenant agree to the terms, and

(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.]

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

ADDITIONAL TERM - BREAK FEE

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

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

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

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

$ _____.

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

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

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

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

ADDITIONAL TERM - PETS

43. **The tenant agrees** not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.

44. **The landlord agrees** that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and/or management statement, or under a law relating to health or other applicable law:

No Pets Allowed

45. **The tenant agrees to:**

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

45.2. repair any damage caused by animals kept on the residential premises;

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

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

(a) any animals kept by the tenant on the residential premises; and

(b) any animals moving, or being moved by someone, across the residential premises and any common areas.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

46. The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated 25 /09 /2015 (insert a date if the landlord and tenant agree to this clause) forms part of this agreement.

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

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

47.1. to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

47.2. to put nothing down any sink, toilet or drain likely to cause obstruction or damage;

47.3. to wrap up and place garbage in a suitable container;

47.4. to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;

47.5. to take special care of the items let with the residential premises including any furniture, furnishings and appliances;

47.6. to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;

47.7. to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

47.8. to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

47.9. to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;

47.10. not to remove, alter or damage any water efficiency measure installed in the residential premises;

47.11. not to store rubbish or unregistered vehicles on the residential premises, and not to store any items in the garage, storage cage, open car space or any other storage facility on the residential premises and storage of any items on the residential premises is at the tenant's own risk; and

47.12. to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

COPYRIGHT OCTOBER 2015
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

48. **The tenant agrees:**

48.1. to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

48.2. the availability of telephone or fax lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises

ADDITIONAL TERM - RENT AND RENTAL BOND

49. **The tenant agrees:**

49.1 to pay the rent on or before the day which the term of this agreement begins; and

49.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord

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

ADDITIONAL TERM - OCCUPANTS

51. **The tenant agrees:**

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

51.2. to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

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

53. **The tenant agrees:**

53.1. upon termination of this agreement, to:

(a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act* 2010;

(b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and

(c) comply with its obligations in clause 17 of this agreement; and

53.2. that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

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

54.1. an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement;

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

(a) the tenant must:

(i) reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and

(ii) pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first),

and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act* 2010;

(b) the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and

(c) the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacan possession is provided by the tenant; and

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

55. **The landlord and the tenant agree that:**

55.1. any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation ir respect of a breach of this agreement;

55.2. the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy; and

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

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.
Note: If the tenant breaches this agreement the landlord should refer to section 187(2) of the *Residential Tenancies Act* 2010.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

56. **The tenant agrees:**

56.1. to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

56.2. where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law; and

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

56.3. where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time.

ADDITIONAL TERM - SWIMMING POOLS
(This clause does not apply when there is no pool on the residential premises)

57. Unless otherwise agreed by the landlord and tenant in writing, **the tenant agrees:**

57.1. to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;

57.2. to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;

57.3. to keep the water level above the filter inlet at all times;

57.4. to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;

57.5. not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and

57.6. to ensure that the pool safety gate or access door is self-closing at all times.

ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM) (for a fixed term of <u>less than 2 years</u>):

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

58.1. the rent will be increased to

$440 per week
on 24 /09 /2017 ; and
to $ per
on / / ; or

58.2. the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

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

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

59.1. the rent will be increased to

$ per
on / / ; and
to $ per
on / / ; or

59.2. the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

Note: The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

60. For avoidance of doubt:

60.1. a condition report which accompanies this agreement, forms part of this agreement;

60.2. a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

60.3. if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

61. **The tenant agrees:**

61.1. to reimburse the landlord, within 30 days of being requested to do so, for:

(a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

(b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and

(c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

61.2. to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 38 of this agreement;

61.3. to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food; and

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

(a) any windows in the residential premises that do not have any locks or other window safety devices; or

(b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

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

ADDITIONAL TERM - TENANCY DATABASES

62. **The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act* 2010.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is not garage, storage cage, open car space or other storage facility on the residential premises]

63. **The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

64. **The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

65. Where the tenant has been provided with the requisite notice pursuant to clause 23.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

66. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 23.

ADDITIONAL TERM - PRIVACY POLICY

67. The *Privacy Act 1988* (Cth) (the Act) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

(a) identify and verify the tenant's identity;
(b) process and assess any application received in relation to the lease of the residential premises;
(c) assess the tenant's ability to meet their financial and other obligations under this agreement;
(d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
(e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
(f) comply with any applicable law;
(g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
(h) negotiate the lease for the residential premises;
(i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
(j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed)

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

ADDITIONAL TERM - ADDITIONAL TERMS AND CONDITIONS

68. **The landlord and tenant acknowledge** that:

68.1 the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement; and

68.2 the additional terms and conditions may be included in this agreement only if:

(a) they do not contravene the *Residential Tenancies Act* 2010 (NSW), the *Residential Tenancies Regulation* 2010 (NSW) or any other Act; and

(b) they are not inconsistent with the standard terms and conditions of this agreement.

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

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Noise

The tenant must not create any noise in the flat or on the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 2 - Vehicles

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

Special Condition 3 - Obstruction of common area

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

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

The tenant must not:

a damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or

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

Special Condition 5 - Damage to common areas

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

Special Condition 6 - Behaviour of owners and occupiers

The tenant when on the common area must be adequatley clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another flat or to any person lawfully using the common area.

Special Conditon 7 - Children playing on common areas in building

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

Special Condition 8 - Behaviour of invitees

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

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

The tenant must not deposit or throw on the common area any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 10 - Drying of laundry items

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

Special Condition 11 - Preservation of fire safety

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

Special Condition 12 - Cleaning windows and doors

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

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

1 The tenant must not, except with the approval in writing of the landlord, use or store on the flat or on the common area any inflammable chemical, liquid or gas or other inflammable material.

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

Special Condition 14 - Moving furniture and other objects on or through the common area

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

Special Condition 15 - Garbage disposal

The tenant:

a must maintain within the flat, or on such part of the common area as may be authorised by the landlord, in clean and dry condition and adequately covered a receptacle for garbage,

b must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,

c for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the landlord and at a time not more than 12 hours before the time at which garbage is normally collected,

d when the garbage has been collected, must promptly return the receptacle to the flat or other area referred to in paragraph (a),

e must not place any thing in the receptacle of the owner or occupier of any other flat except with the permission of that owner or occupier, and

f must promptly remove any thing which the tenant or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Special Condition 16 - Keeping of animals

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

Special Condition 17 - Appearance of flat

1 The tenant must not, without the written consent of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.

2 This special condition does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in Special Condition 10.

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

The tenant must notify the landlord if the tenant changes the existing use of the flat in a way that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes).

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

NOTES.

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act* 2010 (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act* 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

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

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

AR

ISSUED BY

REINSW
REAL ESTATE INSTITUTE OF NEW SOUTH WALES

RESIDENTIAL TENANCY AGREEMENT

sydney links real estate

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

SIGNED BY THE LANDLORD

in the presence of: Katrina Mihalopoulos
(Name of witness)

(Signature of witness)

(Signature of landlord)

SIGNED BY THE TENANT

in the presence of: ROY FOLEY.
(Name of witness)

(Signature of witness)

(Signature of tenant)

In the presence of:
(Name of witness)

(Signature of witness)

(Signature of tenant)

In the presence of:
(Name of witness)

(Signature of witness)

(Signature of tenant)

In the presence of:
(Name of witness)

(Signature of witness)

(Signature of tenant)

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

(Signature of tenant)

(Signature of tenant)

(Signature of tenant)

(Signature of tenant)

For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

COPYRIGHT OCTOBER 2016
Originated and distributed by and printed and produced for the Real Estate Institute of N.S.W. in whom exclusive copyright vests.
WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

New tenant checklist

What you must know before you sign a lease

At the start of every tenancy you should be given the following by the landlord or agent:

- a copy of this information statement
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

The first thing you should do before you sign the lease is read it thoroughly. If there is anything in it which you don't understand, ask questions.

Remember, you are committing to a legally binding contract for which there is no cooling-off period. You will want to be certain you understand and agree to what you are signing.

Only when you can respond with a Yes to the following statements, should you sign the lease.

The lease

☐ I have read the lease and I asked questions if there were things I didn't understand.

☐ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

☐ I know that I must be offered at least one way to pay the rent which does not involve paying a fee to a third party.

☐ I know that any additional terms to the lease are negotiated before I sign.

☐ I have checked that all additional terms to the lease are legal, for example, the lease does not include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

In relation to any promises by the landlord or agent (for example, replace the oven, paint a room, clean up the backyard etc):

☐ I have made sure these have already been done, or

☐ I have an undertaking in writing (before signing the lease) that they will be done.

Upfront costs

I am not being required to pay:

☐ more than 2 weeks rent in advance, unless I freely offer to pay more

☐ more than 4 weeks rent as a rental bond.

I am not being charged for:

☐ the cost of preparing my lease

☐ the initial supply of keys and security devices to each tenant named on the lease.

Managing your bond online

Before paying your rental bond, ask your agent or landlord about using Rental Bonds Online. If they are registered, you can securely pay your bond direct to NSW Fair Trading using a credit card or BPay, without the need to fill out and sign the bond lodgement form referred to above. Once registered, you can continue to use your account for future tenancies.

Swimming and spa pools

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

After you move in

Make sure you:

- Fill in your part of the condition report and don't forget to return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you don't take the time to complete it accurately money could be taken out of your bond to pay for damage that was already there when you moved in.
- Get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number. If this doesn't arrive call Fair Trading to make sure it has been lodged. If you have lodged your bond through Rental Bonds Online you will receive an email and SMS notification, not a letter.

Top tips for problem-free renting

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

- Photos are a great way to record the condition of the property when you first move in. Take pictures (that are date stamped) of the property, especially areas that are damaged or unclean. Keep these in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/ emails you send or receive in a designated 'tenancy' file folder and put it somewhere you can easily find it later.
- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (eg. by failing to do repairs) – you could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Keep a diary of your dealings with the landlord or agent – record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises which ends up in the NSW Civil and Administrative Tribunal.
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- If the property has a pool or garden be clear about what the landlord or agent expects you to do to maintain it.
- Be careful with what you sign relating to your tenancy, and don't let anybody rush you. Never sign a blank form, such as a Claim for refund of bond.
- If you are happy in the place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave, and helps to lock in the rent for the next period of time.

Further information

Go to the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities.

The NSW Government funds a range of community based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Go to the Tenants Union website at www.tenants.org.au for details of your nearest service or check your local phone directory.

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

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

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

© State of New South Wales through NSW Fair Trading
You may freely copy, distribute, display or download this information with some important restrictions. See NSW Fair Trading's copyright policy at www.fairtrading.nsw.gov.au or email publications@finance.nsw.gov.au

AR

FACT SHEET May 2016

Addendum to New tenant checklist

Before a new tenant signs a residential lease, the real estate agent or private landlord must give them a copy of the New tenant checklist and this addendum (updated 30 May 2016). To download these resources, visit the *New tenant checklist* page on the NSW Fair Trading website.

Property containing loose-fill asbestos insulation

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

What tenants must be told

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

- if the property:
  - has been affected by flooding or bushfire in the previous 5 years
  - has significant health or safety risks (unless they are obvious when you inspect the property)
  - has been the scene of a violent crime in the previous 5 years
  - is affected by zoning or laws that will not allow you to obtain a parking permit and only paid parking is available in the area
  - is provided with council waste services on a different basis to other premises in the area
  - is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

The information below is included in the current *New tenant checklist*. It is provided here to enable use of the previous version of the checklist dated January 2014 with this addendum.

Managing your bond online

Before paying your rental bond, ask your agent or landlord about using Rental Bonds Online. If they are registered, you can securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign the bond lodgement form. Once registered, you can continue to use your account for future tenancies. If you have lodged your bond through Rental Bonds Online you will receive an email and SMS notification, not a letter.

Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than two lots. Further information is available from the Swimming pools page on the NSW Fair Trading website.

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

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

© State of New South Wales through NSW Fair Trading
You may freely copy, distribute, display or download this information with some important restrictions. See NSW Fair Trading's copyright policy at www.fairtrading.nsw.gov.au or email publications@finance.nsw.gov.au

AR

sydneylinks real estate

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

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

Signed by the Tenant _____ Date 27/2/17

Signed By the Tenant _____ Date _____

AR

sydneylinks real estate

Annexure B. Cleaning costs

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

Normal cleaning costs involved in the professional cleaning of apartments:

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

Should Linen need be cleaning:

CLEANING CHARGES --- LINEN							
		1 bed/studio		2 beds		3 beds	
ITEMS	UNIT PRICE	Qty	Price	Qty	Price	Qty	Price
sheet	$ 3.00	2	$ 6.00	4	$ 12.00	6	$ 18.00
pillowcase	$ 1.60	4	$ 6.40	8	$ 12.80	12	$ 19.20
bath mat	$ 2.40	1	$ 2.40	2	$ 4.80	3	$ 7.20
bath towel	$ 2.40	2	$ 4.80	4	$ 9.60	6	$ 14.40
hand towel	$ 1.40	1	$ 1.40	2	$ 2.80	3	$ 4.20
face washer	$ 1.00	1	$ 1.00	2	$ 2.00	3	$ 3.00
doona cover	$ 10.00	1	$ 10.00	2	$ 20.00	3	$ 30.00
doona/quilt	$ 60.00	1	$ 60.00	2	$ 120.00	3	$ 180.00
Admin costs			$ 55.00		$ 55.00		$ 55.00
TOTAL COST		$	147.00	$	239.00	$	331.00

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

ITEMS	UNIT PRICE
Sheet	$ 15.30
Pillowcase	$ 2.30
Bath towel	$ 10.04
Hand towel	$ 8.00
Face washer	$ 5.00
Doona cover	$ 27.23
Doona/quilt	$ 38.53
Pillow(insert)	$ 9.68

Signed by the Tenant _____ Date 27/2/17

Signed By the Tenant _____ Date _____

AR

NOTICE OF RENT INCREASE

Residential Tenancies Act 2010 - Section 41

Important: This notice must be served at least 60 days before the increased rent is payable.

Please complete this form using a black pen in BLOCK LETTERS

To: Anwar Raslan

I give you notice of an increase in rent in relation to the premises at:

Address of premises 804/40 Macleay St
Potts Point NSW 2011

Payable from: 24th **of September 2017** Your new rent will be **$440** per week

SERVICE OF NOTICE (section 223)

Notice given by:
- ☐ Delivering it to the tenant in person at the premises
- ☑ Mailing it to the tenant (allow 4 working days for service)
- ☐ Personally putting it in the tenant's letterbox, in an envelope addressed to the tenant
- ☐ Delivering it to somebody in person over 16 at the premises
- ☐ Faxing it to the tenant

..... 1/02/2017

(signature of landlord or agent) *(date delivered/posted)*

Name of landlord/agent *JEAN LADIANGHIBONG*

Contact phone number of agent *8302 3000*

For information about your rights and obligations as a tenant, contact:
- NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au
- Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au
- your local Tenants Advice and Advocacy Service at www.tenants.org.au

Notes:

1. The tenant can negotiate with the landlord or agent to have the increase reduced or withdrawn. If the increase is reduced it still takes effect on the same day and no new notice is required.

2. If the tenant believes the increase is excessive they may apply to the NSW Civil and Administrative Tribunal for an order determining what the rent should be. The onus of proof is on the tenant. Such applications need to be made within 30 days of receiving this notice.

3. The date from which this increase is payable cannot be within the period of a fixed term agreement of less than 2 years, unless the agreement contains an additional term that sets out the amount of the rent increase or the method for calculation of the rent increase.

4. During a lease of 2 years or more the rent can be increased at any time, but no more than 1 increase each 12 months is permitted. The tenant has the option of terminating the lease early without penalty during the rent increase notice period (see section 99 for further details).

5. Notice of a rent increase must still be given even where the details of the increase are already set out in the agreement or where the same parties are renewing a lease.

AR

INVENTORY LIST

ADDRESS: 804/40 Macleay St Potts Point NSW 2011							Signature:	Date:
	Clean	Undamaged	Working	Tenant Agrees	End of tenancy			
ENTRANCE:	✓	✓	✓		**YES/NO**	**QUANTITY**	**DETAILS**	**BRAND**
LIVING AREA:	✓	✓	✓		**YES/NO**	**QUANTITY**	**DETAILS**	**BRAND**
beige rug 55 x 225	✓	✓	✓			1		Freedom
Glass Coffee Table	✓	✓	✓			1		Freedom
Cushions	✓	✓	✓			2		
LED TV hitaschi 32 INCH FROM BING LEE	✓	✓	✓			1		
1 TV Remote control	✓	✓	✓			1		
SAMSUNG dvd player	✓	✓	✓			1		
1 DVD Remote control	✓	✓	✓			1		
2 seater red modern couch	✓	✓	✓			1		
black boxes for white shelf	✓	✓	✓			4		
fake plants	✓	✓	✓			6		
plant plastic pots	✓	✓	✓			6		
white TV shelf	✓	✓	✓			1		
white throw	✓	✓	✓			1		
white dining table	✓	✓	✓			1		
2 white chairs	✓	✓	✓			1		
6 decorative white and black apples display	✓	✓	✓			6		
1 silver display fruit dish	✓	✓	✓			1		
1 zebra pattern dish display	✓	✓	✓			1		
KITCHEN:	✓	✓	✓		**YES/NO**	**QUANTITY**	**DETAILS**	**BRAND**
Appliance								
Toaster	✓	✓	✓			1		
Kettle	✓	✓	✓			1		
LG Microwave	✓	✓	✓			1		
Oven & cook top	✓	✓	✓			1		euromaid

INVENTORY LIST

ADDRESS: 804/40 Macleay St Potts Point NSW 2011							Signature:	Date:
	Clean	Undamaged	Working	Tenant Agrees	End of tenancy			
Refrigerator	✓	✓	✓			1		Fisher & Paykel
Samsung washer/dryer combo machine	✓	✓	✓			1		Samsung
Cutlery								
Forks	✓	✓	✓			4		
Kitchen Knives	✓	✓	✓			3		
Knives	✓	✓	✓			3		
Spoons	✓	✓	✓			4		
Tea spoon	✓	✓	✓			4		
Crockery & Glassware								
Bowls	✓	✓	✓			4		
Large plates	✓	✓	✓			4		
Small plates	✓	✓	✓			4		
Cups (mugs)	✓	✓	✓			4		
Drinking glass	✓	✓	✓			6		
wine glasses	✓	✓	✓			4		
4 small chinese bowls	✓	✓	✓			4		
4 small chinese spoons	✓	✓	✓			3		
Utensil / Other								
Bottle Opener	✓	✓	✓			1		
Silver hangers	✓	✓	✓			2		
Chopping Board	✓	✓	✓			1		
Clock London telephone boxes	✓	✓	✓			1		
Pots	✓	✓	✓			3		
Fake plant	✓	✓	✓			1		
Green plant pot	✓	✓	✓			1		
black frying spatula set	✓	✓	✓			5		

INVENTORY LIST

ADDRESS: 804/40 Macleay St Potts Point NSW 2011							Signature:	Date:
	Clean	Undamaged	Working	Tenant Agrees	End of tenancy			
Frying pans	✓	✓	✓			3		
ikea stainless steel dish rack	✓	✓	✓			1		
ikea silver hanging round containers	✓	✓	✓			2		
ikea silver rectangle grundel tray	✓	✓	✓			1		
Heat silver pad for hot appliances	✓	✓	✓			1		
bin internal	✓	✓	✓			1		
Scissors	✓	✓	✓			2		
cleaning brush + pan	✓	✓	✓			1		
DINING AREA:	✓	✓	✓		**YES/NO**	**QUANTITY**	**DETAILS**	**BRAND**
Table red	✓	✓	✓			1		
Chairs white	✓	✓	✓			2		
LAUNDRY:					**YES/NO**	**QUANTITY**	**DETAILS**	**BRAND**
MAIN BEDROOM:	✓	✓	✓		**YES/NO**	**QUANTITY**	**DETAILS**	**BRAND**
black side table	✓	✓	✓			2		
Mattress queen size ensemble	✓	✓	✓			1		Sleepmaker
cushions	✓	✓	✓			2		
Pillows	✓	✓	✓			4		
large mirror for bedroom #1	✓	✓	✓			1		
large mirror for bedroom #2	✓	✓	✓			1		
Vacuum Cleaner	✓	✓	✓			1		
bedside lamp	✓	✓	✓			2		
iron	✓	✓	✓			1		
iron board	✓	✓	✓			1		

INVENTORY LIST

ADDRESS: 804/40 Macleay St Potts Point NSW 2011							Signature:	Date:
	Clean	Undamaged	Working	Tenant Agrees	End of tenancy			
doona	✓	✓	✓			1		
pillow covers	✓	✓	✓			4		
fitted sheet white	✓	✓	✓			1		
doona cover white	✓	✓	✓			1		
picture frames	✓	✓	✓			2		
ENSUITE BATHROOM:	✓	✓	✓		**YES/NO**	**QUANTITY**	**DETAILS**	**BRAND**
Rubbish Bin silver	✓	✓	✓			1		
green pot plant	✓	✓	✓			1		
fake plant	✓	✓	✓			1		
shower curtain	✓	✓	✓			1		
white towels	✓	✓	✓			1		
hand towel	✓	✓	✓			1		
SECOND BEDROOM:					**YES/NO**	**QUANTITY**		**BRAND**
BATHROOM:					**YES/NO**	**QUANTITY**	**DETAILS**	**BRAND**
BALCONY					**YES/NO**	**QUANTITY**	**DETAILS**	**BRAND**

INVENTORY LIST

ADDRESS: 804/40 Macleay St Potts Point NSW 2011							Signature:	Date:
	Clean	Undamaged	Working	Tenant Agrees	End of tenancy			
GARAGE / STORAGE:								
Additional to check					YES/NO	QUANTITY	DETAILS	BRAND
Are all lights working ?	✓	✓	✓					
TV/DVD/Video/Stereo/All remotes working?	✓	✓	✓					
If there is alarm clock, check that is working?	✓	✓	✓					
Instructions: microwave/oven, alarm, air/conditioning, TV/DVD	✓	✓	✓					
Cleaning is done properly?	✓	✓	✓					
NOTES								
New painting in all rooms	✓	✓	✓					