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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Chase Property Group** **13 Regent Street, Kogarah, NSW 2217**	**Phone: 8567 5455** **Ref: Greg Mavridis**
co-agent		
vendor	**Minnie Zhimin Chin** **7/127 Sherbrook Road, Asquith, NSW 2077**	
vendor's solicitor	**BAKER LOVE LAWYERS** **30 Dan Rees Street, WALLSEND NSW 2287** **DX 21454 WALLSEND**	**Phone: 4944 3322** **Fax: 4951 2146** **Ref: JD:JL:56618**
date for completion	**35th day after the contract date**	(clause 15)
land (address, plan details and title reference)	**703/564 Princes Highway, Rockdale, New South Wales 2216** **Registered Plan: Lot 62 Plan SP 96651** **Folio Identifier 62/SP96651**	
	☐ 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 as numbered: other documents: Interim Occupation Certificate	

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:		

exclusions		
purchaser		
purchaser's solicitor		
price	**$**	
deposit	**$**	(10% of the price, unless otherwise stated)
balance	**$**	
contract date		(if not stated, the date this contract was made)

buyer's agent

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

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☐ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

Land tax is adjustable ☒ NO ☐ yes

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

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

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

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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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 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 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

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☒ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

Sarraf Strata
PO Box 520, HURSTVILLE BC NSW 1481 Phone: 1300 002888
admin@sarrafstrata.com.au

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

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

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes 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.

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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. **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—**

- **(a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or**
- **(b) the fifth business day after the day on which the contract was made—in any other case.**

3. **There is NO COOLING OFF PERIOD:**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

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

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	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);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being 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*;
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);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
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;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● 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 22 of the Swimming Pools Regulation 2018).

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* or by payment by electronic funds transfer 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.

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2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
  3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
  3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
  3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.
3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
3.9 The vendor must give the purchaser the *deposit-bond* –
  3.9.1 on completion; or
  3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
  3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
  3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
  5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
  5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
  5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
6.3 However, this clause does not apply to the extent the purchaser knows the true position.

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7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

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

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13.8.1 this sale is not a taxable supply in full; or
13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
13.9 If this contract says this sale is a taxable supply to an extent –
13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

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.

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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.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

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

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

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

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

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

16.10 On completion the deposit belongs to the vendor.

● Place for completion

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

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

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

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

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

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

17 Possession

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

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

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

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

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

19.1.1 only by *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.

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20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
20.2 Anything attached to this contract is part of this contract.
20.3 An area, bearing or dimension in this contract is only approximate.
20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
20.6 A document under or relating to this contract is –
20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.
20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

● Definitions and modifications

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

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

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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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

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

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

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

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

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

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

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

● Meetings of the owners corporation

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

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

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

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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
- 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 –

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25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.
25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

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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 an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent 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*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

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

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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;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

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

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 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

30.13.2 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;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
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);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
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*;

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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;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing 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 *ECNL;*
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 *FRCGW remittance* 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 *FRCGW remittance.*

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.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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THESE ARE THE SPECIAL CONDITIONS IN THE CONTRACT FOR SALE OF LAND BETWEEN THE VENDOR AND PURCHASER AS SET OUT ON THE FRONT PAGE OF CONTRACT FOR SALE.

33.1 In the construction of this contract except to the extent that such construction would be excluded by or be repugnant to the context:-

(a) Reference to a "person" shall include a corporation;

(b) Words importing the singular or plural number shall also import the plural or singular number respectively; and

(c) Words importing the masculine, feminine or neuter gender shall also import the other two genders.

33.2 Where there is any inconsistency between the printed contract and these Special Conditions these Special Conditions shall prevail.

33.3 This Contract is varied as follows:

(a) Clause 7.1.1 is deleted;

(b) Clause 7.2.6 by replacing "3 months" with "6 weeks".

(c) Clause 7.2.6 by adding "and despite Clause 7.2.5 the amount held and all net interest must be paid to the vendor" at the end of the clause;

(d) Clauses 10.1.8 and 10.1.9 by substituting "existence" for "substance";

(e) Clause 11.2 is deleted;

(f) Delete Clause 16.8 and replace with the following clause: "If the vendor requires more than five bank or building society cheques, the vendor must pay $10.00 for each extra bank or building society cheque";

(g) Clause 18 is amended by adding the following clause 18.8: "The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

(h) Clause 25.1.1 delete the word "Limited";

(i) Clause 25.7 is deleted.

34 Completion shall take place:-

(a) On the date for completion stated on the front page of this Contract PROVIDED THAT if such day is not a business day then on the first business day after the date for completion stated on the front page of this Contract or such earlier date as the parties may agree (completion date).

(b) If the Purchaser does not complete this agreement by the completion date and, at that date the Vendor is ready, willing and able to complete and the Vendor issues a Notice to Complete, the sum of three hundred and thirty dollars ($330.00) inclusive of GST to cover the legal costs and disbursements incurred by the Vendor's solicitors and drafting and serving a Notice to Complete is to be allowed by the Purchaser as an additional adjustment on completion and it is an essential term of this contract that such payment be so paid.

(c) If a party is entitled to provide a Notice to Complete then fourteen (14) days (excluding the date on which the notice is given) is a reasonable period to allow for completion in that notice.

35 If at any time prior to completion the Vendor or Purchaser (or any of them):-

(a) being an individual dies or becomes mentally ill or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors; or

(b) being a company is wound up, is placed in liquidation or a Controller (as defined in Section 9 of the *Corporations Act 2001 (Cth)* is appointed to that party

then either party may at any time thereafter rescind this agreement by notice in writing served upon the other party and in respect of such rescission the terms of Clause 19 shall apply.

36 If the Purchaser does not complete this agreement in accordance with Clause 34 and the delay in completion is not caused by the Vendor then:-

(a) The Purchaser shall be liable to the Vendor for damages, for the lost purchase price plus interest on the balance of the purchase price, at the rate of ten per centum (10%) per annum from, but excluding the completion date to and including the date upon which the purchase price and other monies due under this clause (including, without limitation) interest at cost (including legal costs and disbursements) are satisfied; and

(b) Clause 34(a) is an essential term of this agreement and will not merge upon completion.

(c) The purchaser cannot require the Vendor to complete this contract unless interest is payable under Clause 34(a) of this contract be paid to the Vendor upon completion.

37 Notwithstanding any principle of law to the contrary, the Purchaser shall have the right to make any objection, requisition or claim in respect of:-

(a) any encroachment onto any adjoining land by any building or structure on the land, other than a dividing fence as defined in the Dividing Fences Act 1991; or

(b) any encroachment onto the land by any building or structure on any adjoining land, other than a dividing fence as defined in the Dividing Fences Act 1991; or

(c) any non-compliance with the Local Government Act 1993, or any regulation under that Act, in respect of any building or structure on the land;

unless the encroachment or non-compliance is disclosed and clearly described in this contract.

38 **REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

38.1 This Contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.

38.2 The Purchaser represents and warrants that:

(a) unless otherwise stated in this Agreement, the Purchaser has not entered into this Agreement in reliance on any express or implied statement, representation, promise or warranty made by the Vendor or on its behalf in respect of any matter relating to the property (including any improvements, fixtures, furnishings, chattels and inclusions) or which has or may have an affect on the property including but not limited to:

(i) its suitability for any use (including any restrictions applying to that use);

(ii) any financial return or income to be derived from it;

(iii) any services or proposed services to the property, being a joint service with another lot, the pipes or connections of any Authority responsible for the provision and maintenance of any services passing through the property.

(b) the Purchaser relies on the Purchaser's own enquiries in relation to all matters affecting the property, whether or not disclosed in this Agreement.

(c) Without limitation to any other provision in this Agreement the Purchaser confirms, warrants and acknowledges to the Vendor that the Purchaser has undertaken its own investigations and enquiries in respect of the property prior to entering into this Agreement, and any material or information provided or made available by or on behalf of the Vendor, has been provided for the purpose of assisting the Purchaser in determining the direction of its own independent enquiries into, and independent assessment of the Property, and prior to entering into this Contract the Purchaser has satisfied himself or herself with respect to all matters relating or arising out of those investigations and inspections in respect of the Property;

39 The Purchaser warrants that he was not introduced to the property by any real estate agent other than the vendor's agent (if any) referred to in "vendor's agent" on the front page of this contract and agrees to be responsible for any commission payable by the Vendor as a result of a breach of such warranty. The parties agree that the obligations under this Special Condition shall not merge on completion.

40 Condition 14.1 of this Contract is hereby varied by the addition of the following sentence after the word “liable”:-
The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of such adjustment.

41 The parties agree that the solicitor or conveyancer acting for them has the authority to make amendments to this Contract on behalf of the party they represent pursuant to the instructions of that party.

42 **Tenancy**
If a tenant is currently in occupation of the property and if page 1 of this Contract provides for the vendor to give vacant possession of the property on completion of this contract, then the following provisions will apply:

(a) This Contract is conditional upon the vendor obtaining vacant possession of the property from the tenant. The vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of vacant possession.

(b) In the event that vacant possession is not available within 21 days after the completion date herein, time being of the essence, and if completion of this Contract has not been effected, then either party may rescind this Contract and the provisions of Clause 19 herein will apply.

43 **Auction**
The sale of the property is subject to the right by the Vendor or by any person on behalf of the Vendor or auctioneer to make one (1) bid (and only one (1) bid). The Vendor hereby expressly reserves the right to make one (1) bid at the auction.

44 **Deposit Bond**

(a) The expression "Bond" in this Contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by an entity acceptable to the Vendor and the Vendor’s sole descretion (either named in this Contract or otherwise agreed between the Vendor and the Purchaser) and in or to the effect of the form set out below.

(b) The delivery to the Vendor or the Vendor's solicitor of a Bond which subject to (i) and (ii) of this sub-clause, be deemed for the purposes of this Contract to be payment of the guaranteed payment of the amount expressed in the Bond and the following provisions shall apply:

(i) On completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque, or

(ii) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Bond and the provisions of this Contract in relation to the deposit shall then apply as though this Contract had just been made and required payment of the deposit within two (2) clear business days of demand on the Guarantor.

45 **Requisitions on Title**
The purchaser must not raise or make any general requisitions on title pursuant to clause 5 of this Contract except for the accepted Requisitions on Title annexed to this Contract. Nothing in this clause prevents the purchaser from making any specific requisitions in relation to a matter arising out of this Contract except where the Contract precludes the purchaser from making any requisitions.

46 **Exchange on Electronic Signatures**

(i) The parties agree to accept, for the purposes of exchange of contract, signatures by either the vendor or purchaser which are facsimile, photocopy or any other form of electronic signatures and to comply with clauses 45(ii), 45(iii) and 45(iv) herein.

(ii) The parties agree to provide the other parties within 10 business days after the date of this contract, a cover page of the contract bearing original signatures.

(iii) The parties agree that the cover page of the contract bearing original signatures must be dated the same date as this contract.

(iv) The parties agree that they shall not make a requisition objection claim or delay completion date due to the manner of execution of this contract as at the exchange date.

47 **Sewer Lines Location Diagram**

The vendor discloses that Hunter Water Corporation will not provide a Sewer Lines Location Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate in respect to such disclosure.

48 **Christmas Closure**

Due to Christmas closure the days between 20 December 2019 to 10 January 2020 inclusive are excluded for the purposes of calculation of all days and dates under this contract.

49 **Guarantee and Indemnity**

(a) The persons whose signatures appear at the end of these Special Conditions under the guarantee execution clauses (hereinafter called "the Guarantors") being directors of the Purchaser under this Contract, in consideration of the Vendor having at the Guarantors' request, which request is testified by the Guarantors signatures hereto, agreed to enter into a Contract (hereinafter called "the said Contract") to sell the within Property to the Purchaser, **HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE** to the Vendor the due and punctual payment by the Purchaser to the Vendor of all sums of money as shall or may at any time or times hereafter become due, owing or payable by the Purchaser to the Vendor under the terms of and/or as a result of the said Contract (hereinafter called "the guaranteed moneys") at the times and in the manner as set out in the said Contract or otherwise on demand **AND** also the due and punctual performance and observance by the Purchaser of all and singular the covenants provisions and stipulations on the part of the Purchaser to be so performed and observed under and pursuant to the said Contract.

AND IT IS HEREBY AGREED AND DECLARED:-

(b) That this Guarantee shall be a continuing guarantee until the whole of the guaranteed moneys are paid and shall be independent of and additional to and in no way affected by any other security instrument or document which the Vendor now holds or hereafter may obtain or hold for any indebtedness or liability (whether present future direct or contingent matured or unmatured joint or several) of the Purchaser or of the Guarantors to the Vendor.

(c) That the Vendor may at any time and from time to time grant or agree to grant to the Purchaser any time or other indulgence or consideration and may compound with or release or assent to the winding up of the Purchaser and may wholly or partially release or discharge the Purchaser from any of the terms set out in the said Contract and may vary any of the terms of the said Contract without notice to or the consent of the Guarantors without affecting or discharging the liability of the Guarantors.

(d) The Guarantors agree and declare that the Vendor shall not be bound at any time to exercise any of its rights under the said Contract or any collateral or other contract and any omission, failure or refusal by the Vendor so to do shall not prejudice, affect, discharge or diminish any

of the liabilities of the Guarantors hereunder and the liability of the Guarantors hereunder shall not be affected or discharged by any other laches or mistakes on the part of the Vendor.

(e) Should the liability of the Guarantors hereunder become merged in any judgment or order then the Guarantors will pay to the Vendor interest at the rate per centum per annum mentioned in the said Contract on the amount owing under such judgment or order from the date thereof until payment.

(f) If by reason of any statute or any rule of law or for any other reason whatsoever any covenant, term or condition of the said Contract is rendered unenforceable by the Vendor against the Purchaser then the Guarantors for the consideration aforesaid agree hereby at all times to indemnify the Vendor to the full extend in respect of the guarantees moneys or any part thereof which have thereby been rendered unrecoverable by the Vendor from the Purchaser and the Guarantors further indemnify the Vendor against and in respect of any damage, loss, claim, demand, cost, expenses or obligation direct or indirect which the Vendor has or may suffer, incur or sustain.

(g) The Guarantors for the consideration aforesaid will pay on demand to the Vendor immediately the same becomes or may become due and payable, all or part of the guarantee moneys.

(h) This Guarantee shall be binding on each of the Guarantors who sign the same notwithstanding that any one or more of the Guarantors named herein may not have signed or may never sign this Guarantee.

(i) In order to give full effect to the provisions of this Guarantee, the Guarantors declare that the Vendor shall be at liberty to act as though the Guarantors are the principal Debtor and the Guarantors waive all rights either at law or under any Statute that the Guarantors might otherwise be entitled to claim or enforce. Any real property or other property or both owned by the Guarantors is upon a notice or demand hereunder charged and mortgaged and the Vendor has a right to caveat such property.

(j) Any notice or demand to be given to or made upon the Guarantors by the Vendor hereunder shall be deemed to be fully given or made if the same be in writing and be signed by the Vendor or the Manager or Acting Manager for the time being of the Vendor or any Attorney or the Vendor or by its Solicitors.

(k) The Guarantors do not execute this instrument as a result of or by reason of any promise, representation, statement or information of any nature or kind whatsoever given or offered to them by or on behalf of the Vendor whether in answer to any inquiry by or on behalf of the Guarantors or not.

(l) This Guarantee shall not be determined by the death or winding up of the Guarantors or any of them.

(m) This Guarantee, being given for valuable consideration, is irrevocable until the said Contract has been fully performed and carried into effect by the Purchaser.

(n) That except to the extent that such interpretation shall be excluded by or be repugnant to the context whenever the same is used herein the word “Guarantors” shall mean and include the Guarantors, their executors, administrators and assigns or (in the case of a Company) such Guarantor and its successors and assigns and when two or more Guarantors are parties hereto shall mean and include every person and company who or which is a Guarantor and each or any of them, their, his or its assigns and the executors and administrators or successors of each Guarantor and when two or more Guarantors are parties to this Guarantee and the obligations and agreements on their part herein contained or implied shall bind them and every two or greater number of them jointly and each of them severally; and the expression “the Vendor” shall mean and include the Vendor, its successors and assigns, words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively and words importing any gender shall include every gender; and reference in case to a corporation to winding up shall include Official Management Receivership or Scheme of Arrangement.

I certify that the Guarantor
with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Certified correct for the purposes of the Real Property Act 1900 by the Guarantor

Signature of the Guarantor: _____

I certify that the Guarantor
with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Certified correct for the purposes of the Real Property Act 1900 by the Guarantor

Signature of the Guarantor: _____

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Minnie Zhimin Chin**

Purchaser:

Property: **703/564 Princes Highway, Rockdale**

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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handled over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

Survey and building

13. 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 and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:

(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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? 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? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:

(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.

16. 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?

17. If a swimming pool is on the common property:
(a) when did construction of the swimming pool commence?
(b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
(c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
(d) are there any outstanding notices or orders?

18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. 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 resumption or acquisition or proposed resumption or acquisition?
(ii) 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.
(iii) 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?
(iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
(v) any realignment or proposed realignment of any road adjoining them?
(vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. 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

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 62/SP96651

SEARCH DATE	TIME	EDITION NO	DATE
4/11/2019	12:52 PM	2	13/2/2018

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

LAND

LOT 62 IN STRATA PLAN 96651
AT ROCKDALE
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

MINNIE ZHIMIN CHIN (T AN40600)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96651
2 AN40601 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** 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.

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Received: 04/11/2019 12:52:32

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96651

SEARCH DATE	TIME	EDITION NO	DATE
4/11/2019	2:26 PM	3	28/2/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96651 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROCKDALE
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96651

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96651
ADDRESS FOR SERVICE OF DOCUMENTS:
C/ - SARRAF STRATA
PO BOX 520
HURSTVILLE
NSW 1481

SECOND SCHEDULE (10 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
3 354515 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP529876
4 354517 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP529876
5 DP1204270 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1204270
6 AM883555 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF ELECTRICITY SUBSTATION TOGETHER WITH A RIGHT OF WAY AND EASEMENT FOR ELECTRICITY WORKS DESIGNATED (R) AND (E) IN THE TITLE DIAGRAM. EXPIRES: 24/9/2067. OPTION OF RENEWAL: 25 YEARS.
7 SP96651 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
8 SP96651 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (10 NOTIFICATIONS) (CONTINUED)
---

9 SP96651 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
10 AN329459 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 96651

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	482	2	97	3	70	4	71
5	87	6	89	7	117	8	89
9	141	10	97	11	70	12	70
13	86	14	89	15	70	16	73
17	67	18	89	19	142	20	98
21	71	22	72	23	88	24	90
25	71	26	74	27	68	28	90
29	142	30	99	31	72	32	73
33	88	34	90	35	71	36	75
37	69	38	90	39	142	40	99
41	73	42	73	43	90	44	92
45	72	46	76	47	70	48	90
49	107	50	100	51	74	52	74
53	90	54	94	55	100	56	76
57	71	58	90	59	119	60	109
61	75	62	75	63	92	64	84
65	74	66	77	67	72	68	92
69	111	70	119	71	97	72	104
73	116	74	123	75	101	76	102
77	90	78	139	79	115	80	156
81	94	82	101	83	121	84	102
85	101	86	156	87	96	88	98
89	121	90	103	91	113	92	156
93	81	94	86	95	121	96	104
97	101	98	463				

NOTATIONS

UNREGISTERED DEALINGS: NIL

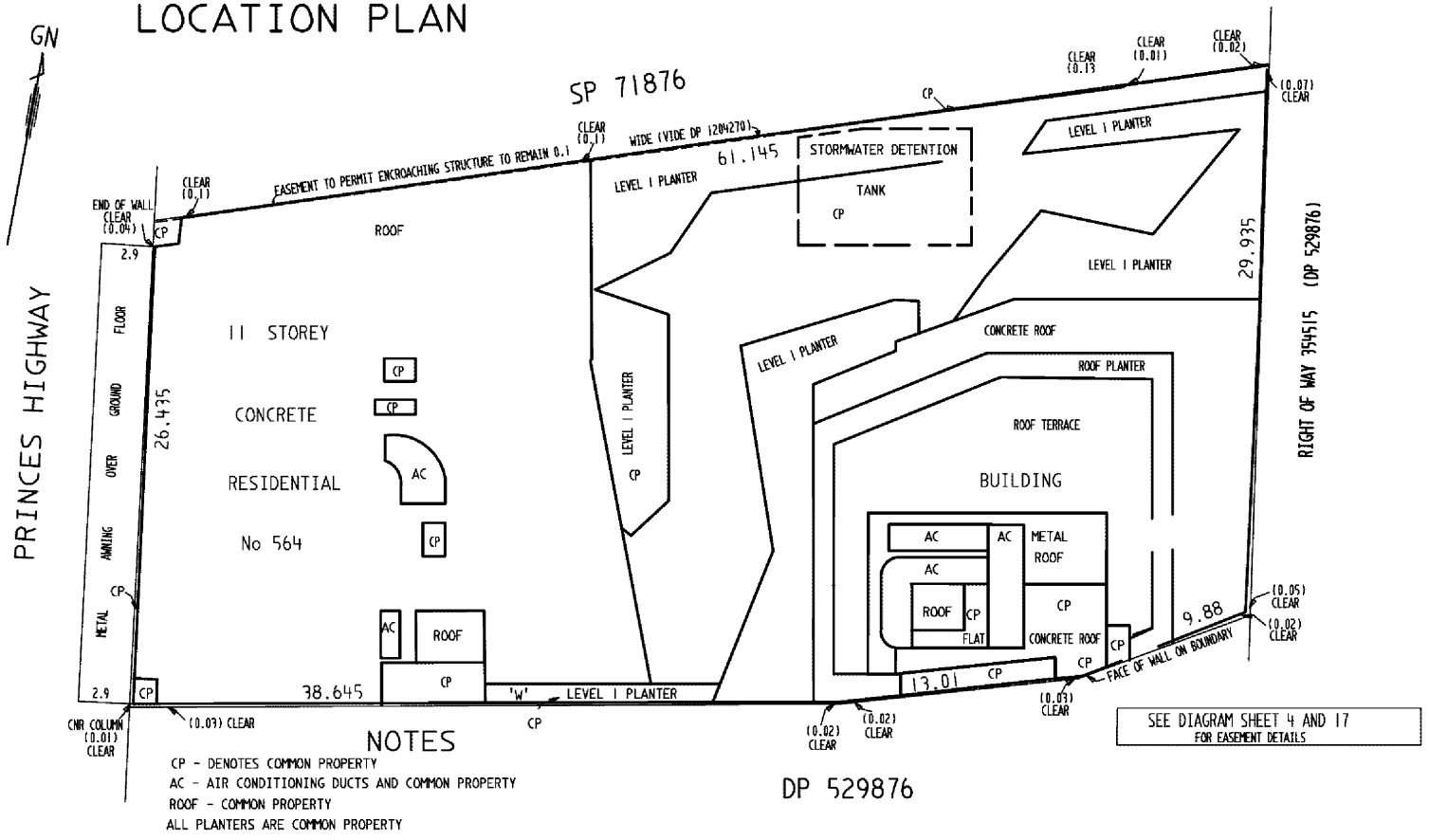
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Ref:49808 /Src:M

LOCATION PLAN



NOTES

CP - DENOTES COMMON PROPERTY
AC - AIR CONDITIONING DUCTS AND COMMON PROPERTY
ROOF - COMMON PROPERTY
ALL PLANTERS ARE COMMON PROPERTY

DP 529876

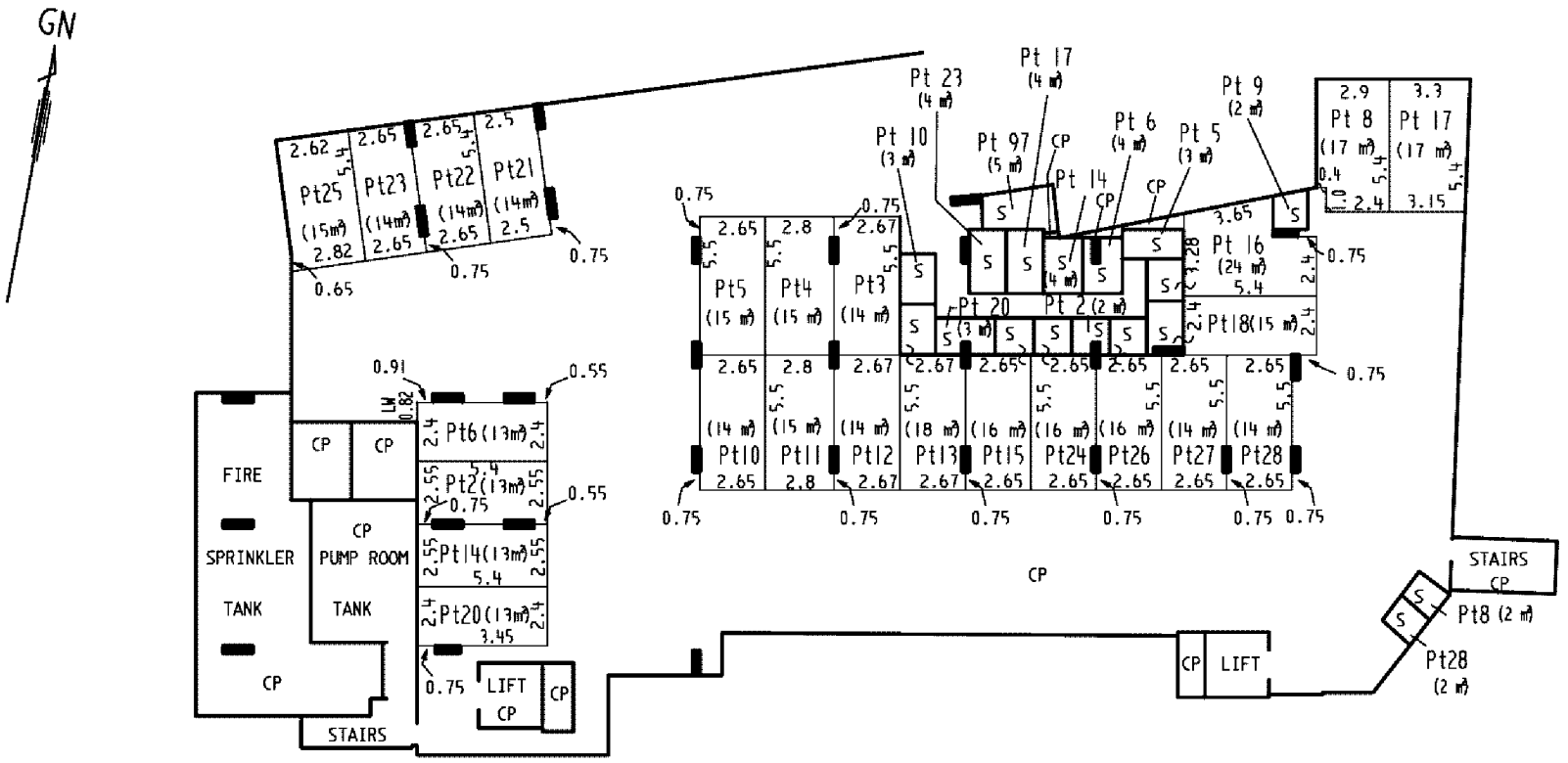
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Warren Alan Eldridge Date: 14/08/2017 Reference: SPGCE148	PLAN OF SUBDIVISION OF LOT 11 IN DP 1074481	BAYSIDE ROCKDALE Reduction Ratio 1: 200 Lengths are in metres	18.12.2017	SP96651

BASEMENT 3

- DENOTES COLUMN AND COMMON PROPERTY - MEASUREMENTS SHOWN ARE TO CENTRE OF COLUMNS NOT ALL COLUMNS ARE SHOWN

- DENOTES PROLONGATION OF FACE OF COLUMN

- DENOTES PROLONGATION OF CENTRELINE OF COLUMN



NOTES

SERVICE DUCTS ARE COMMON PROPERTY

ANY SERVICE LINE OR CONDUIT PASSING THROUGH ONE LOT AND SERVICING ANOTHER IS COMMON PROPERTY

ALL WATER PROOFING MEMBRANES ARE COMMON PROPERTY

CP - DENOTES COMMON PROPERTY

DENOTES 90°

CP - DENOTES COMMON PROPERTY

S - DENOTES STORAGE AREA

LW - DENOTES LINE OF WALL

SURVEYOR	PLAN HEADING		REGISTERED	
Warren Alan Eldridge Date: 14/08/2017 Reference: SPGCE148	PLAN OF SUBDIVISION OF LOT 11 IN D.P.1074481	BAYSIDE ROCKDALE Reduction Ratio 1: 200 Lengths are in metres	18.12.2017	SP96651

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Req:R912199 /Doc:SP 0096651 P /Rev:19-Dec-2017 /Sts:SC.OK /Pgs:ALL /Prt:04-Jan-2018 12:17 /Seq:3 of 20
Ref:49808 /Src:M

BASEMENT 2

- DENOTES COLUMN AND COMMON PROPERTY - MEASUREMENTS SHOWN ARE TO CENTRE OF COLUMNS NOT ALL COLUMNS ARE SHOWN
- DENOTES PROLONGATION OF FACE OF COLUMN
- DENOTES PROLONGATION OF CENTRELINE OF COLUMN

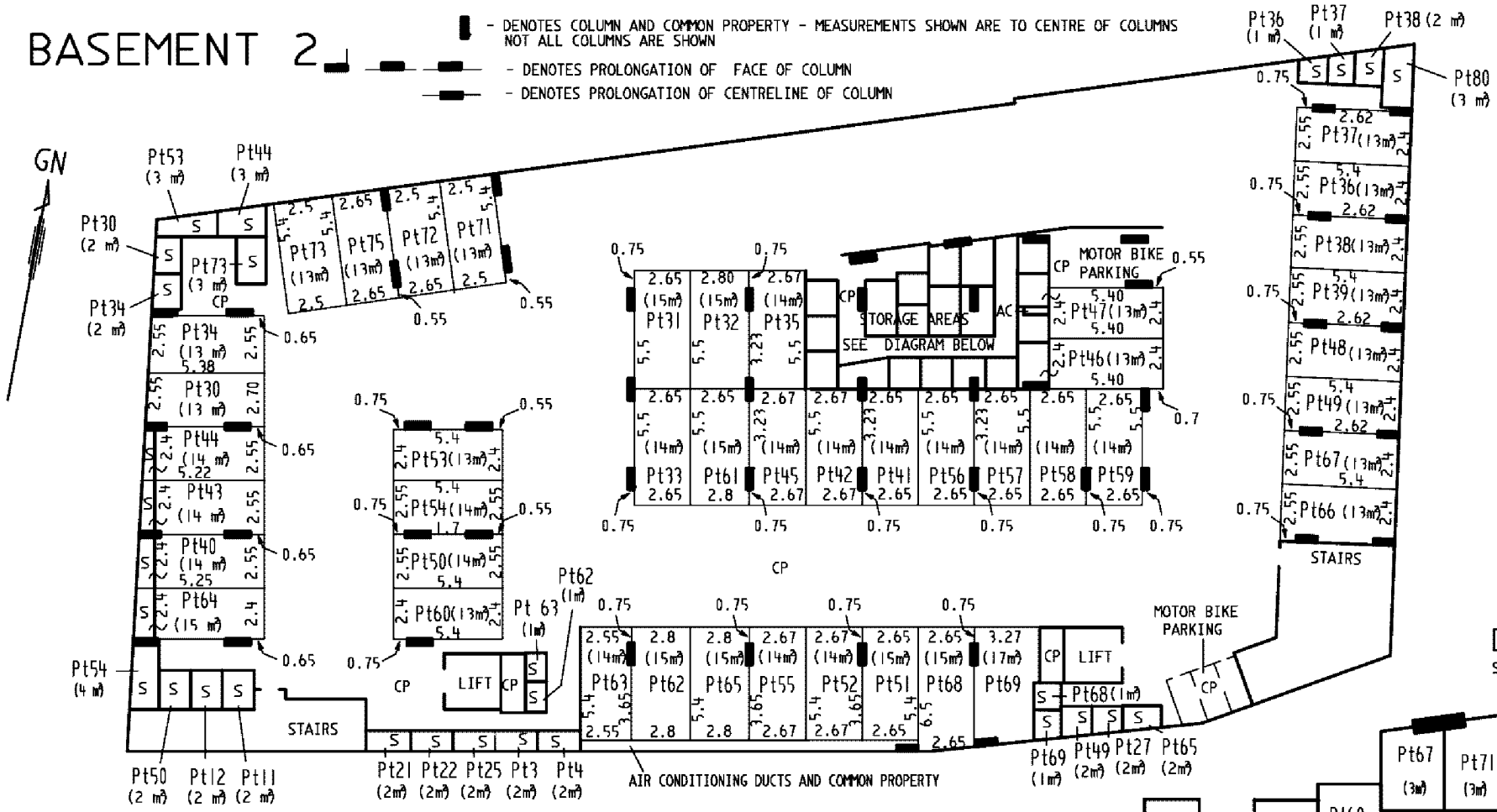
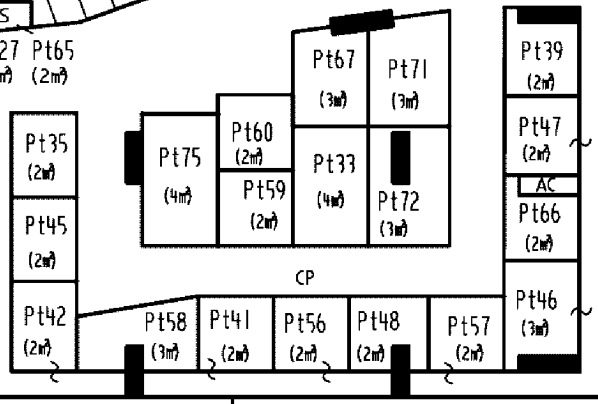


DIAGRAM
STORAGE AREAS
N.T.S.



NOTES

SERVICE DUCTS ARE COMMON PROPERTY

ANY SERVICE LINE OR CONDUIT PASSING THROUGH ONE LOT AND SERVICING ANOTHER IS COMMON PROPERTY

ALL WATER PROOFING MEMBRANES ARE COMMON PROPERTY

CP - DENOTES COMMON PROPERTY

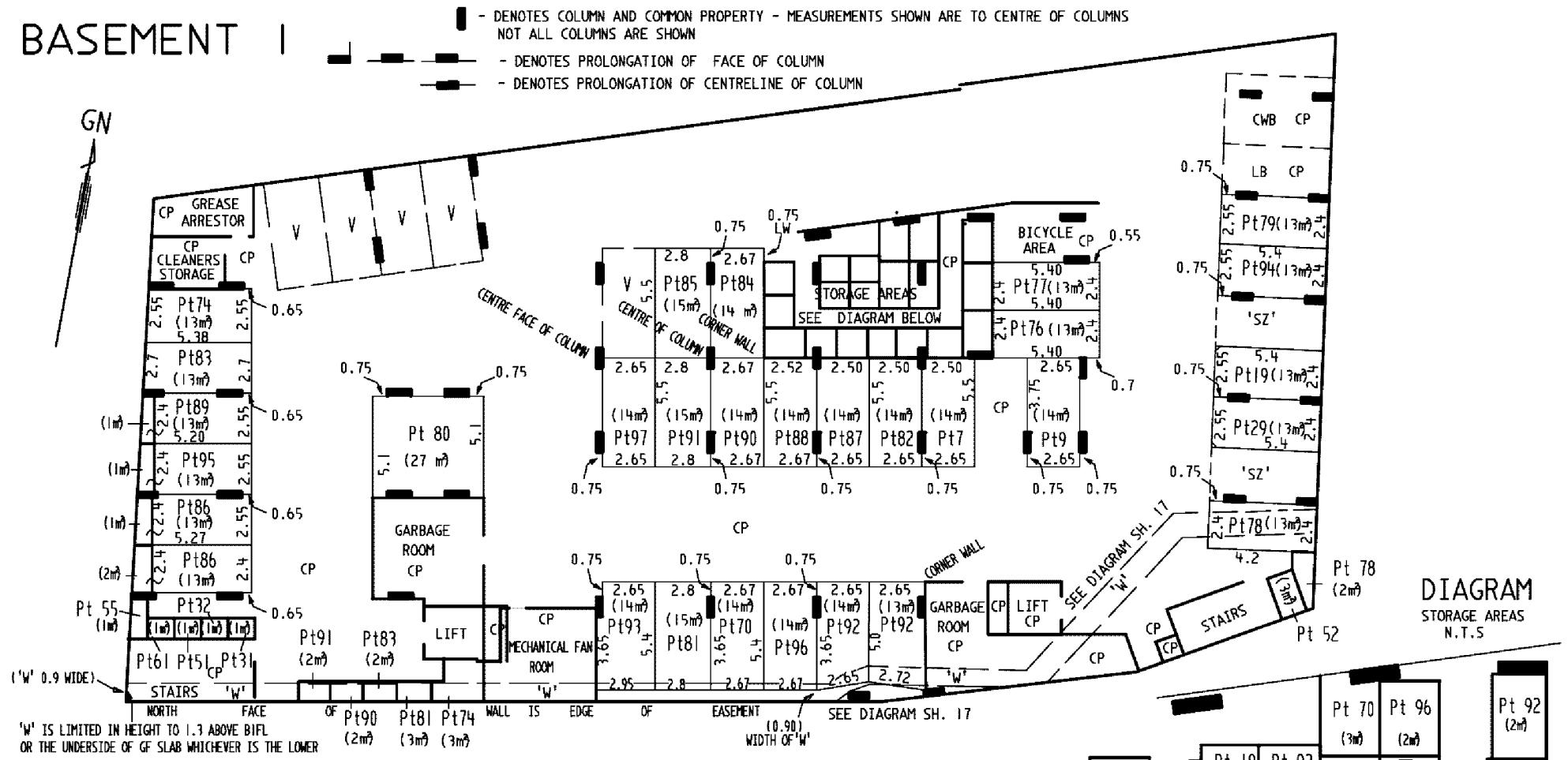
AC - AIR CONDITIONING DUCTS AND COMMON PROPERTY

CP - DENOTES COMMON PROPERTY

S - DENOTES STORAGE AREA

SURVEYOR	PLAN HEADING		REGISTERED	
Warren Alan Eldridge	PLAN OF SUBDIVISION OF LOT 11 IN D.P.1074481	BAYSIDE ROCKDALE	18.12.2017	SP96651
Date: 14/08/2017		Reduction Ratio 1: 200		
Reference: SPGCE148		Lengths are in metres		

BASEMENT 1



NOTES

SERVICE DUCTS ARE COMMON PROPERTY

ANY SERVICE LINE OR CONDUIT PASSING THROUGH ONE LOT AND SERVICING ANOTHER IS COMMON PROPERTY

ALL WATER PROOFING MEMBRANES ARE COMMON PROPERTY

CP - DENOTES COMMON PROPERTY

BIFL- UPPER SURFACE OF THE BASEMENT 1 FLOOR SLAB

GF - DENOTES GROUND FLOOR

⌝ DENOTES 90°

LW - DENOTES LINE OF WALL

LB - LOADING BAY

S - DENOTES STORAGE AREA

CWB - CAR WASH BAY

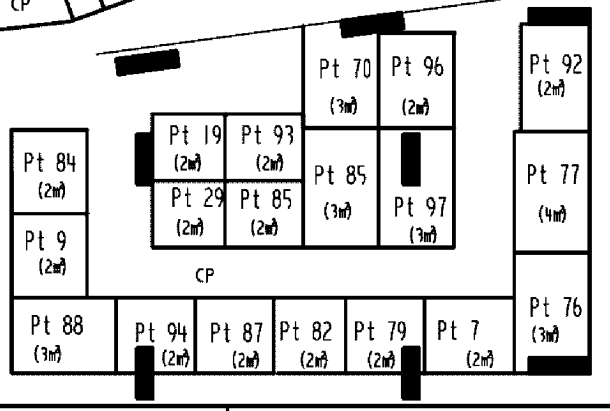
'SZ' - DENOTES SHARED ZONE & COMMON PROPERTY

'W' - EASEMENT TO DRAIN WATER 1.2 WIDE & VARIABLE LIMITED IN STRATUM

V - DENOTES VISITOR PARKING & COMMON PROPERTY

SEE SHEET 17
FOR DIAGRAM OF EASEMENT FROM PT 92 EAST

DIAGRAM
STORAGE AREAS
N.T.S

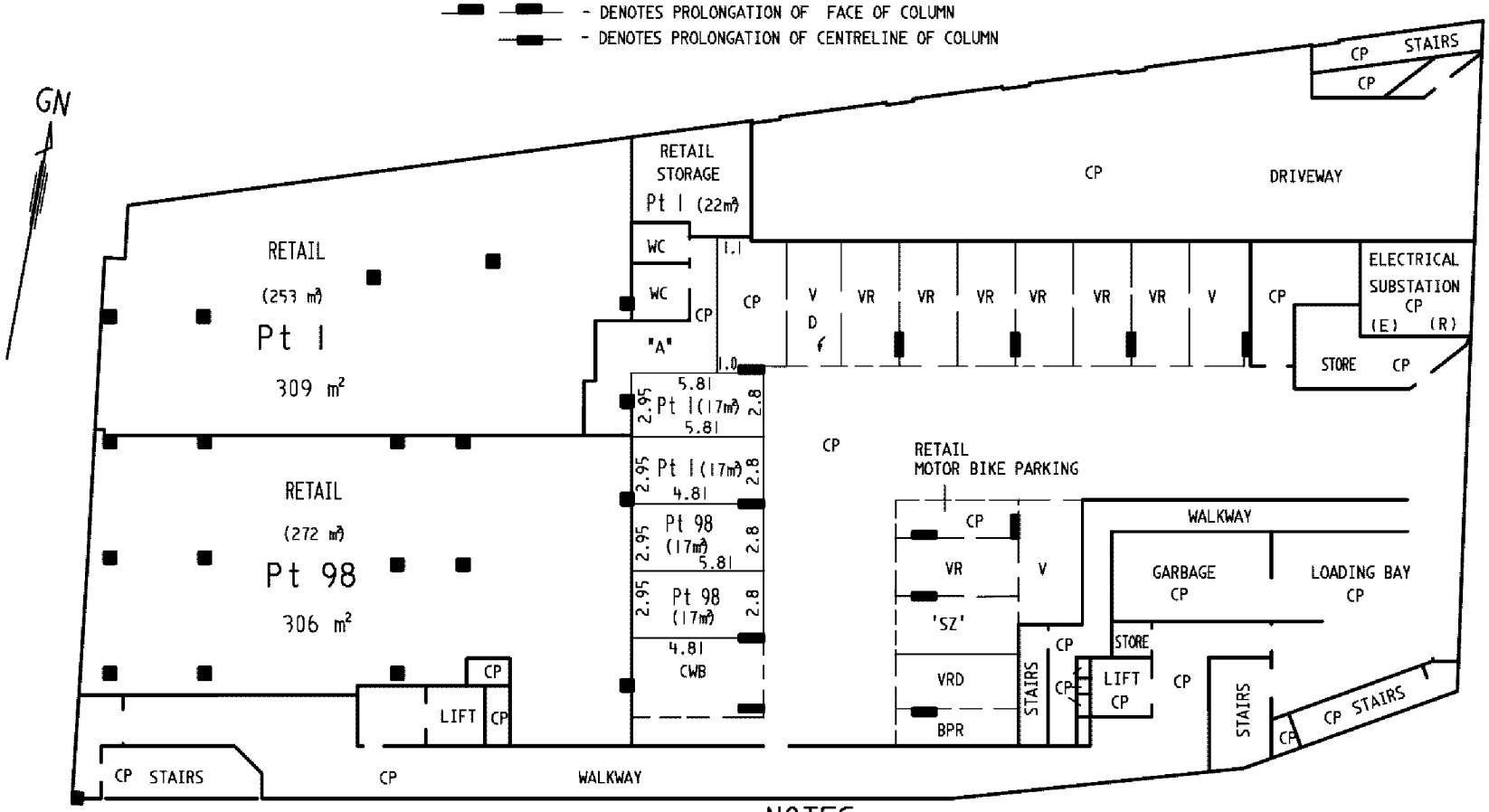


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Warren Alan Eldridge	PLAN OF SUBDIVISION OF LOT 11 IN D.P.1074481	BAYSIDE ROCKDALE	18.12.2017	SP96651
Date: 14/08/2017		Reduction Ratio 1: 200		
Reference: SPGCE148		Lengths are in metres		

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Ref:49808 /Src:M

GROUND FLOOR

- DENOTES COLUMN AND COMMON PROPERTY - MEASUREMENTS SHOWN ARE TO CENTRE OF COLUMNS
NOT ALL COLUMNS ARE SHOWN
- DENOTES PROLONGATION OF FACE OF COLUMN
- DENOTES PROLONGATION OF CENTRELINE OF COLUMN



NOTES

SERVICE DUCTS ARE COMMON PROPERTY

ANY SERVICE LINE OR CONDUIT PASSING THROUGH ONE LOT AND SERVICING ANOTHER IS COMMON PROPERTY

ALL WATER PROOFING MEMBRANES ARE COMMON PROPERTY

'SZ' - DENOTES SHARED ZONE & COMMON PROPERTY

"A" DENOTES EXCLUSIVE USE AREA

NOTES

VRD - VISITOR DISABLED PARKING RETAIL AND COMMON PROPERTY

D - DENOTES DISABLED PARKING AND COMMON PROPERTY

CP - DENOTES COMMON PROPERTY

CWB - CAR WASH BAY AND COMMON PROPERTY

VR - VISITOR PARKING RETAIL AND COMMON PROPERTY

V - VISITOR PARKING AND COMMON PROPERTY

WC - WATER CLOSET

BPR - BICYCLE PARKING RETAIL AND COMMON PROPERTY

(R) - RIGHT OF WAY 4.2 WIDE (VIDE AM883555)

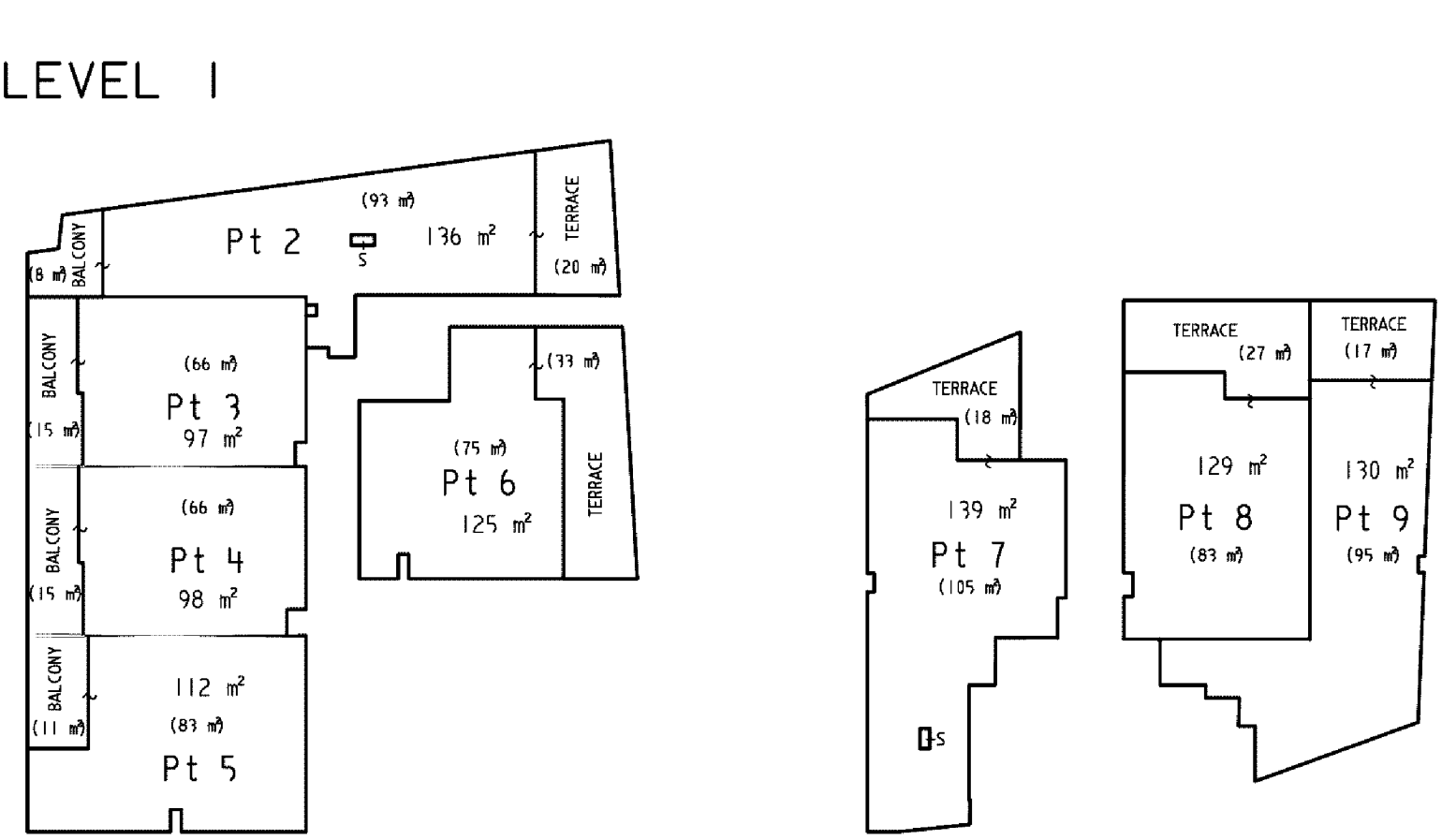
(E) - EASEMENT FOR ELECTRICAL WORKS 4.2 WIDE (VIDE AM883555)

SURVEYOR	PLAN HEADING		REGISTERED	
Warren Alan Eldridge Date: 14/08/2017 Reference: SPGCE148	PLAN OF SUBDIVISION OF LOT 11 IN D.P.1074481	BAYSIDE ROCKDALE Reduction Ratio 1: 200 Lengths are in metres	18.12.2017	SP96651

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LEVEL 1



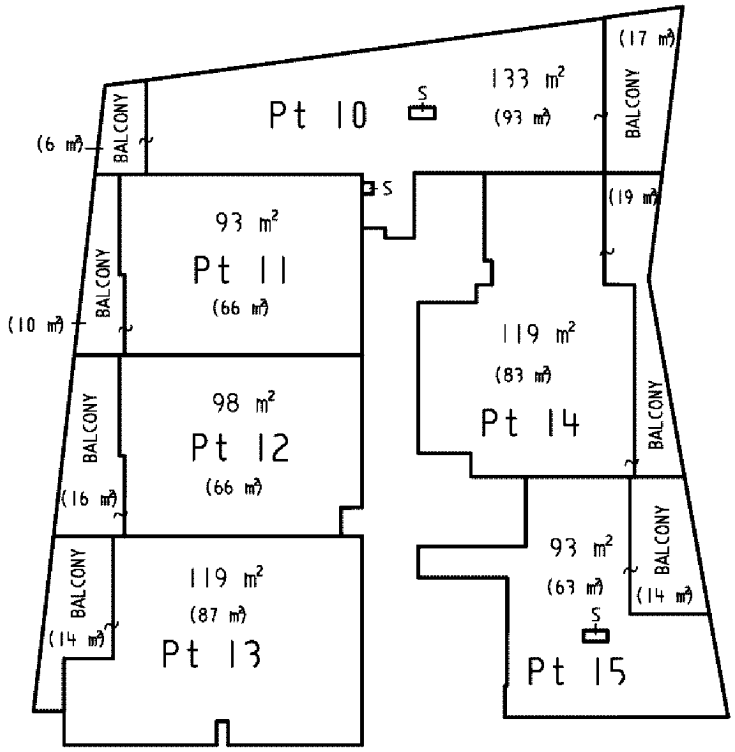
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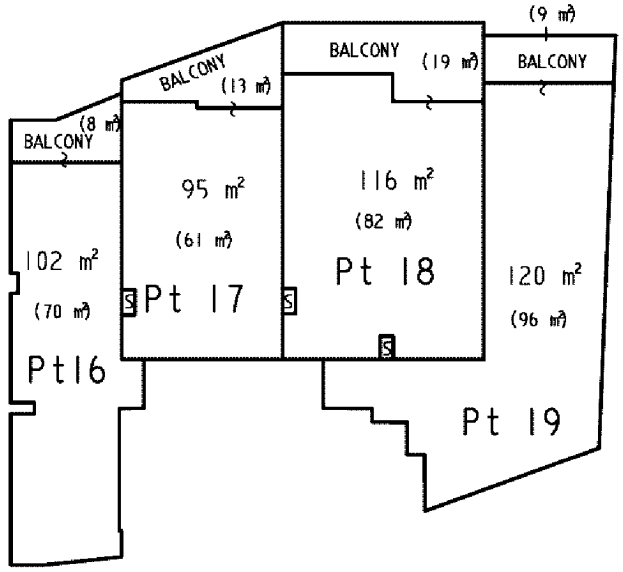
S - DENOTES SERVICE DUCT AND COMMON PROPERTY
ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY
NOT ALL STRUCTURAL COLUMNS ARE SHOWN
ANY SERVICE LINE OR CONDUIT PASSING THROUGH ONE LOT AND SERVICING ANOTHER IS COMMON PROPERTY
BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR HARDSTAND FLOOR EXCEPT WHERE COVERED

SURVEYOR	PLAN HEADING		REGISTERED	
Warren Alan Eldridge Date: 14/08/2017 Reference: SPGCE148	PLAN OF SUBDIVISION OF LOT 11 IN D.P.1074481	BAYSIDE ROCKDALE Reduction Ratio 1: 200 Lengths are in metres	18.12.2017	SP96651

Req:R912199 /Doc:SP 0096651 P /Rev:19-Dec-2017 /Sts:SC.OK /Pgs:ALL /Prt:04-Jan-2018 12:17 /Seq:7 of 20
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LEVEL 2







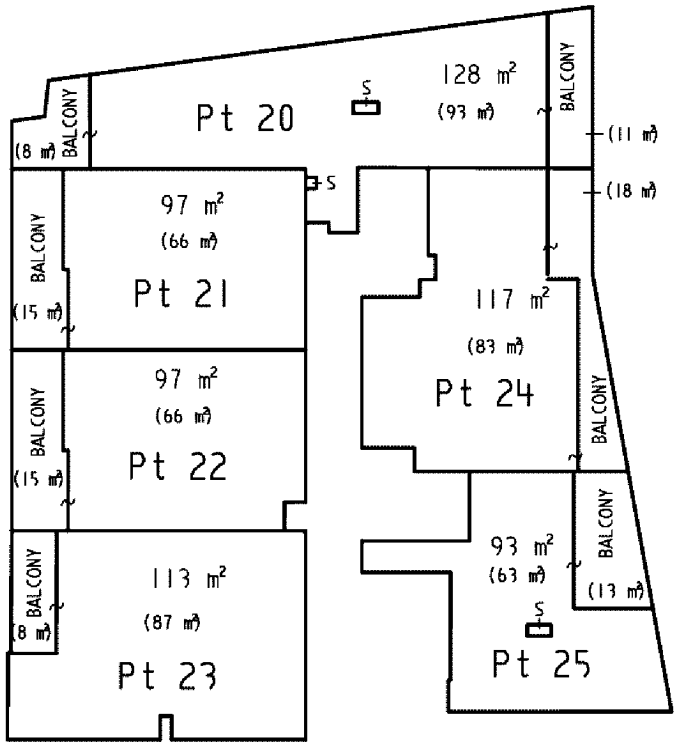
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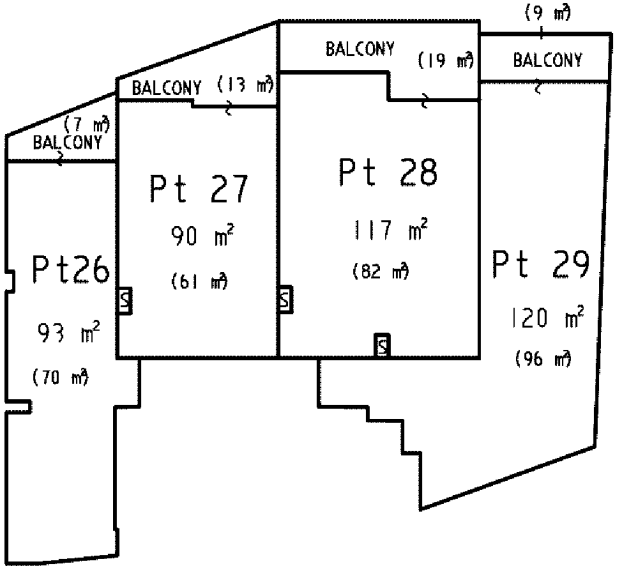
S - DENOTES SERVICE DUCT AND COMMON PROPERTY
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SURVEYOR	PLAN HEADING		REGISTERED	
Warren Alan Eldridge Date: 14/08/2017 Reference: SPGCE148	PLAN OF SUBDIVISION OF LOT 11 IN D.P.1074481	BAYSIDE ROCKDALE Reduction Ratio 1: 200 Lengths are in metres	18.12.2017	SP96651

Req:R912199 /Doc:SP 0096651 P /Rev:19-Dec-2017 /Sts:SC.OK /Pgs:ALL /Prt:04-Jan-2018 12:17 /Seq:8 of 20
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LEVEL 3





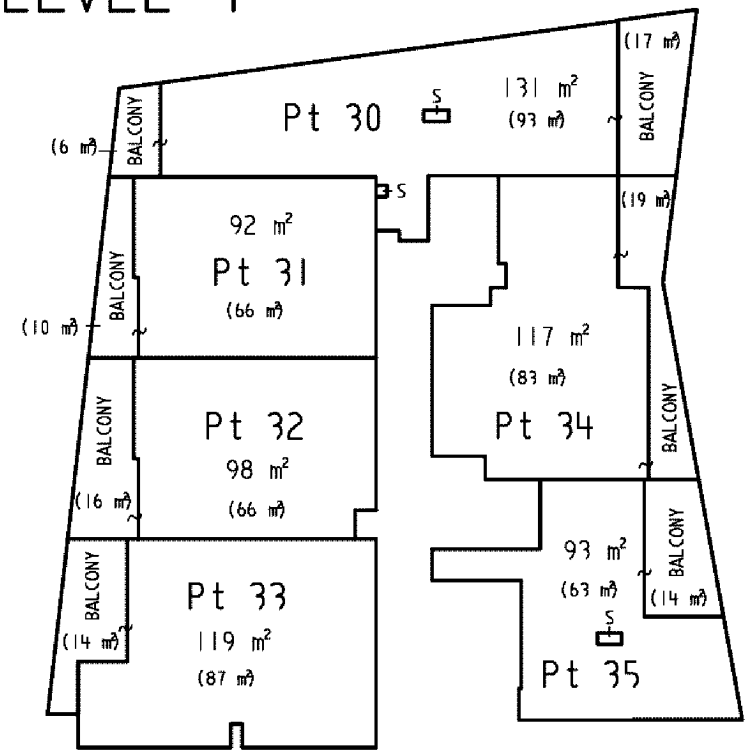
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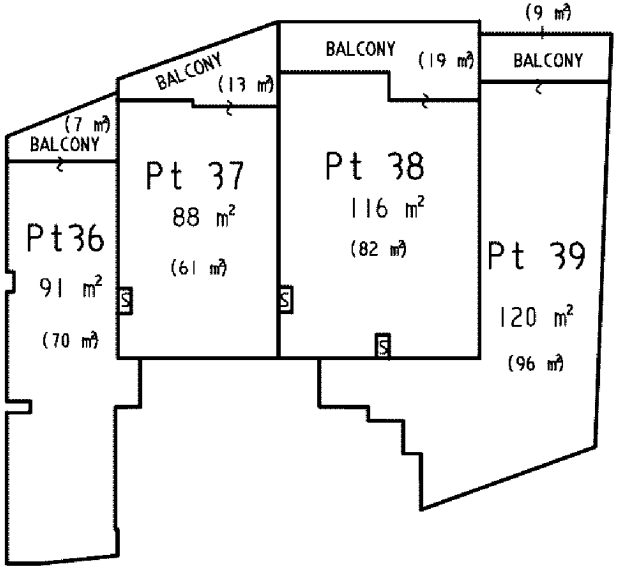
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SURVEYOR	PLAN HEADING		REGISTERED	
Warren Alan Eldridge Date: 14/08/2017 Reference: SPGCE148	PLAN OF SUBDIVISION OF LOT 11 IN D.P.1074481	BAYSIDE ROCKDALE Reduction Ratio 1: 200 Lengths are in metres	18.12.2017	SP96651

Req:R912199 /Doc:SP 0096651 P /Rev:19-Dec-2017 /Sts:SC.OK /Pgs:ALL /Prt:04-Jan-2018 12:17 /Seq:9 of 20
Ref:49808 /Src:M

LEVEL 4







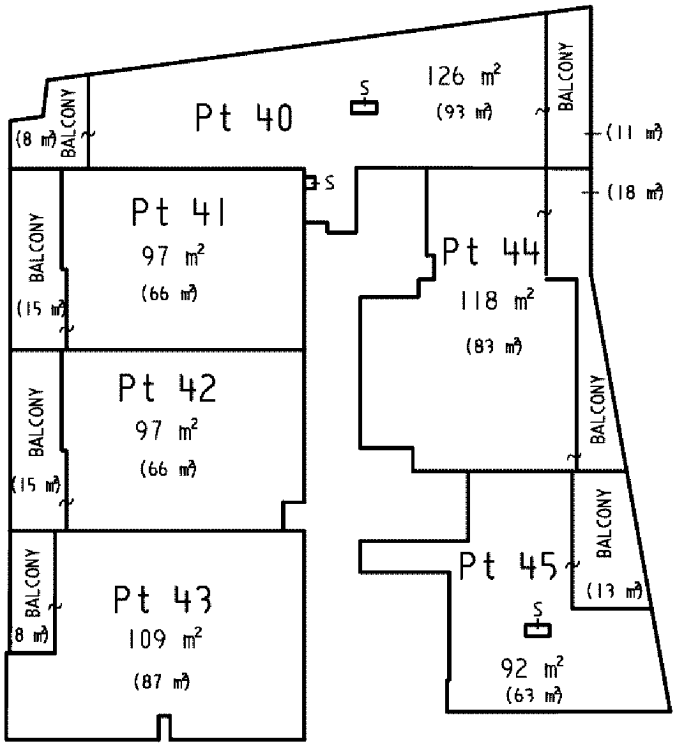
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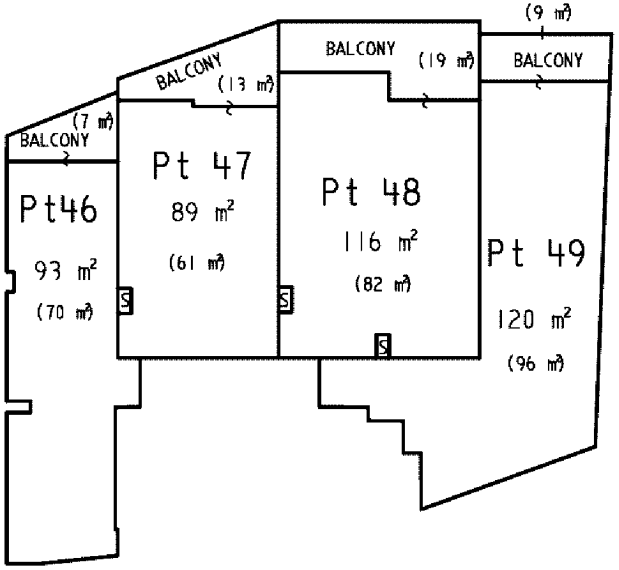
S - DENOTES SERVICE DUCT AND COMMON PROPERTY
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SURVEYOR	PLAN HEADING		REGISTERED	
Warren Alan Eldridge Date: 14/08/2017 Reference: SPGCE148	PLAN OF SUBDIVISION OF LOT 11 IN D.P.1074481	BAYSIDE ROCKDALE Reduction Ratio 1: 200 Lengths are in metres	18.12.2017	SP96651

Req:R912199 /Doc:SP 0096651 P /Rev:19-Dec-2017 /Sts:SC.OK /Pgs:ALL /Prt:04-Jan-2018 12:17 /Seq:10 of 20
Ref:49808 /Src:M

LEVEL 5





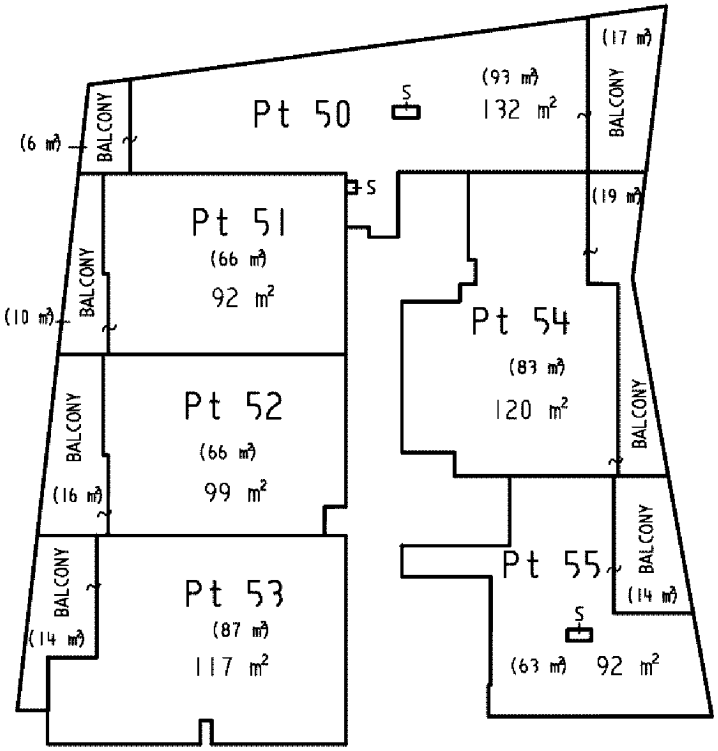
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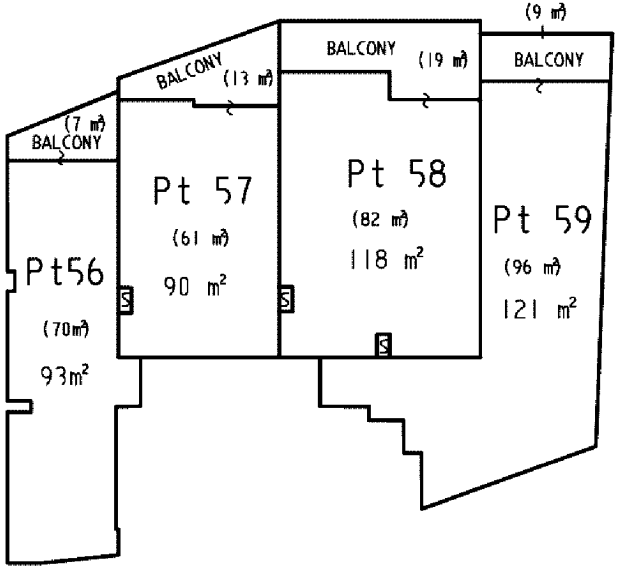
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Ref:49808 /Src:M

LEVEL 6







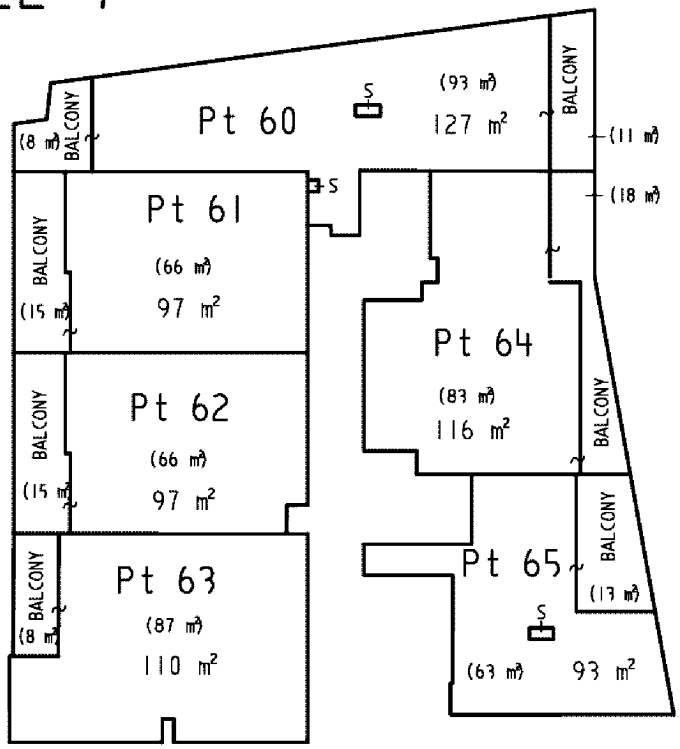
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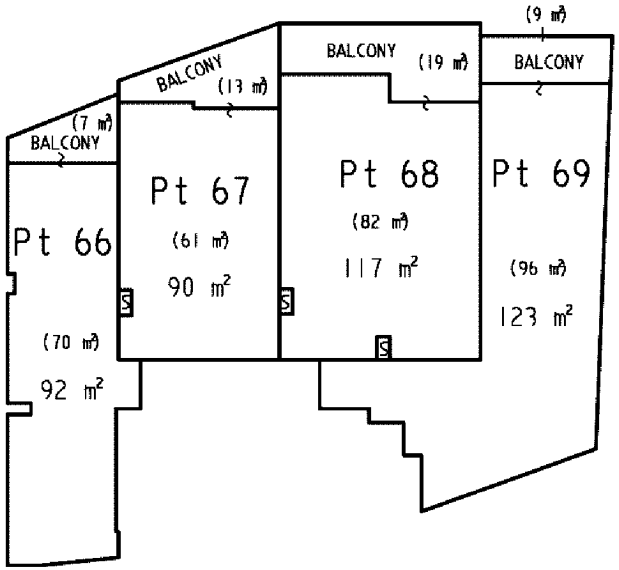
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LEVEL 7







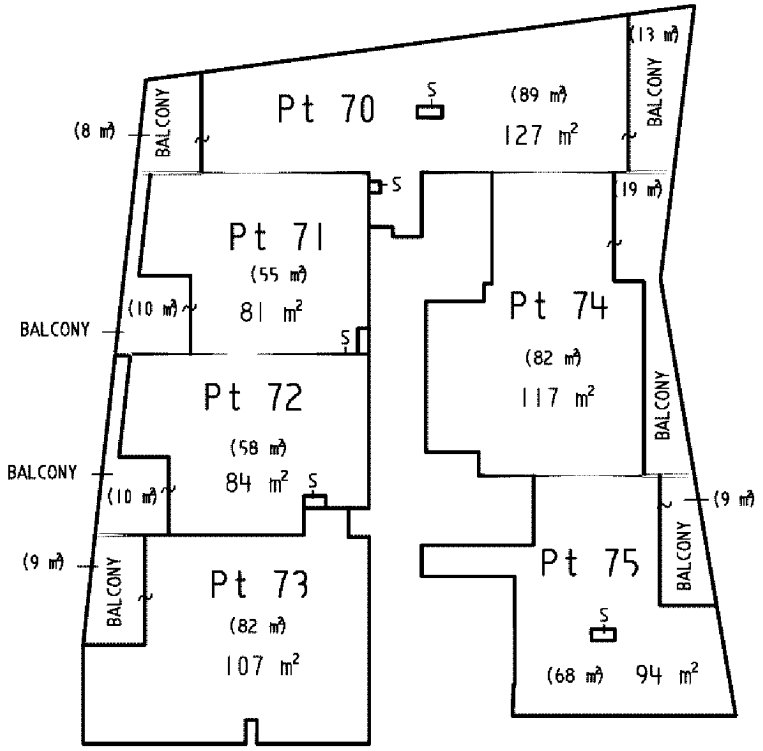
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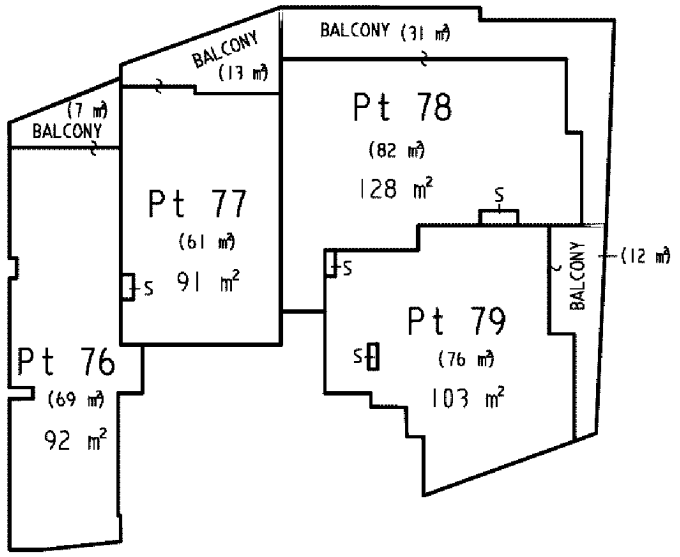
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LEVEL 8







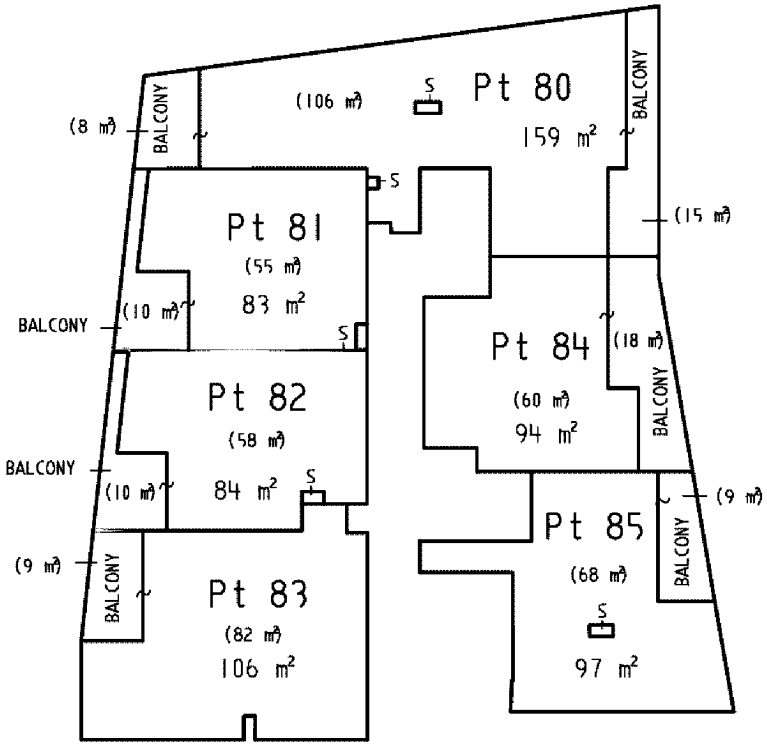
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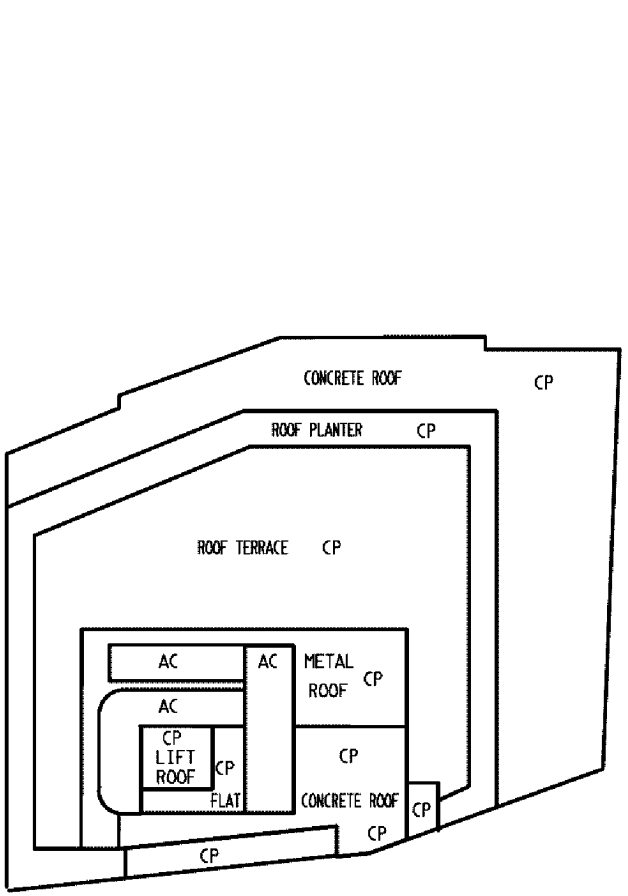
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LEVEL 9





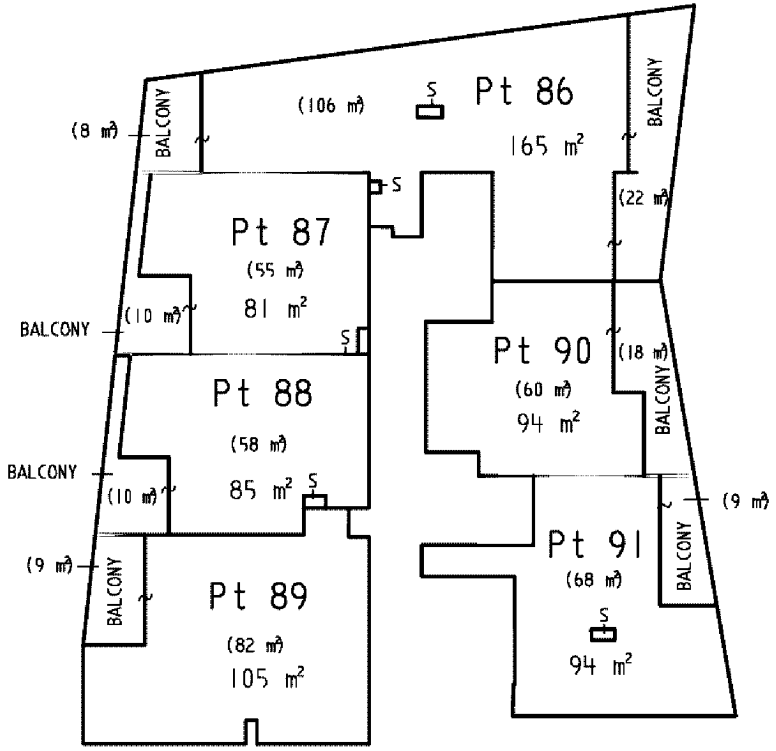
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Ref:49808 /Src:M

LEVEL 10





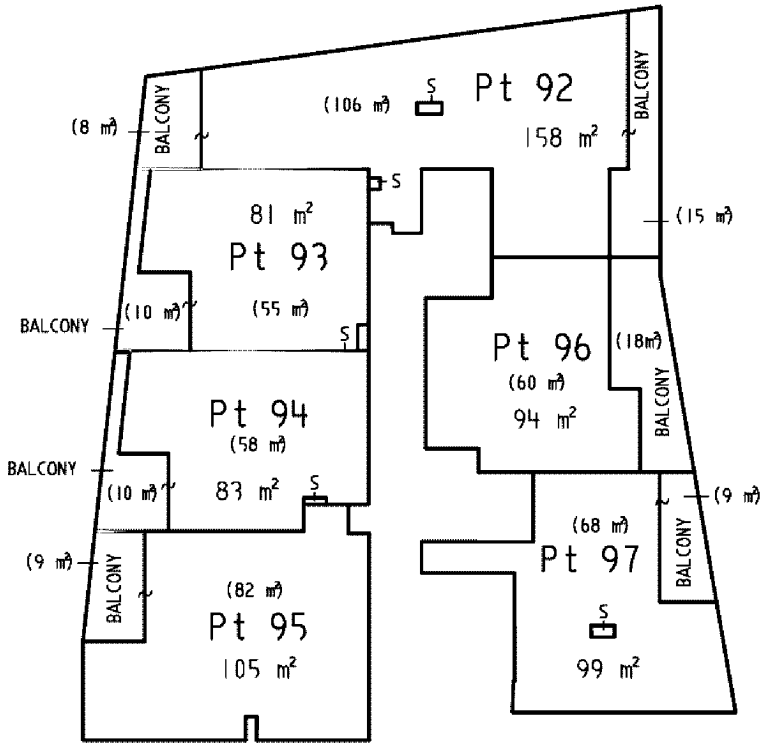
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Ref:49808 /Src:M

LEVEL 11





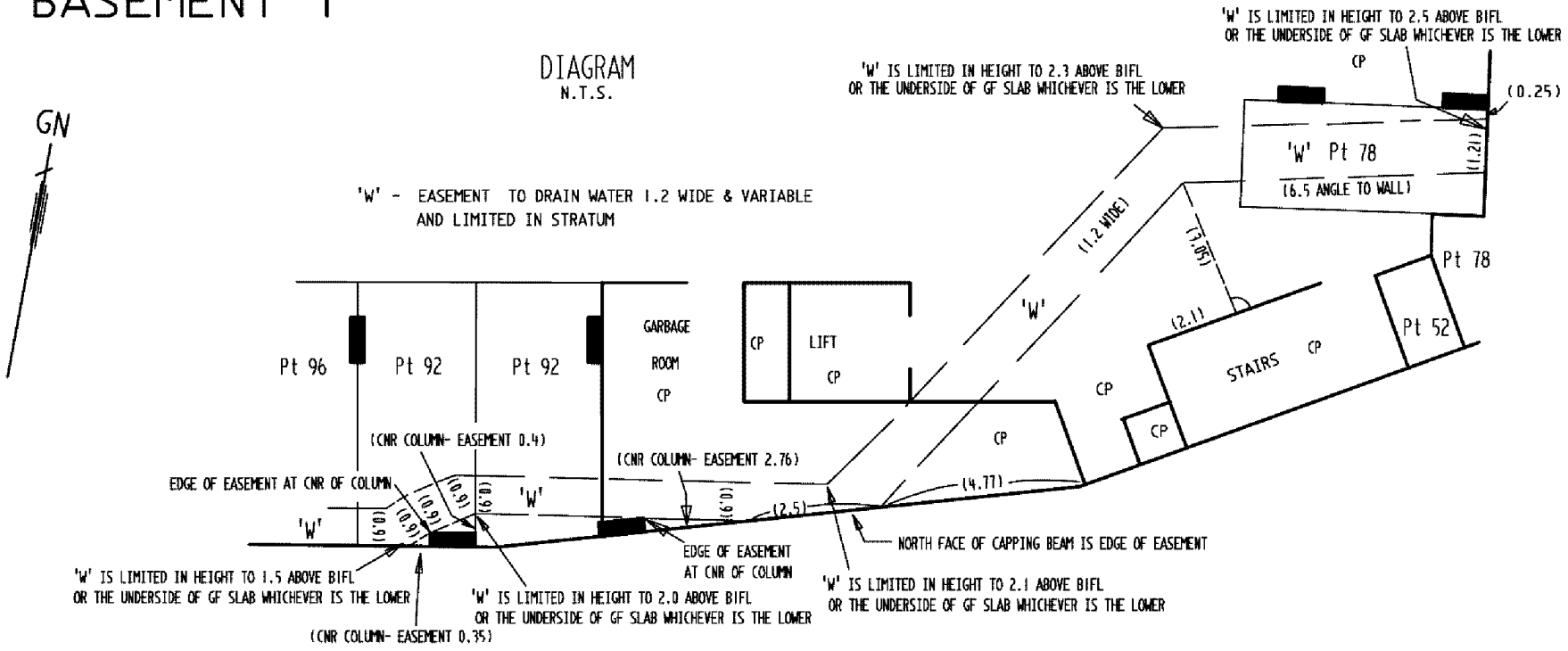
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BASEMENT 1

DIAGRAM
N.T.S.



- DENOTES COLUMN AND COMMON PROPERTY NOT ALL COLUMNS ARE SHOWN
- DENOTES PROLONGATION OF FACE OF COLUMN
- DENOTES PROLONGATION OF CENTRELINE OF COLUMN

NOTES

DENOTES 90°

SERVICE DUCTS ARE COMMON PROPERTY

ANY SERVICE LINE OR CONDUIT PASSING THROUGH ONE LOT AND SERVICING ANOTHER IS COMMON PROPERTY

ALL WATER PROOFING MEMBRANES ARE COMMON PROPERTY

CP - DENOTES COMMON PROPERTY

BIFL- UPPER SURFACE OF THE BASEMENT 1 FLOOR SLAB

GF - DENOTES GROUND FLOOR

SURVEYOR	PLAN HEADING		REGISTERED	
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Ref:49808 /Src:M

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 3 sheet(s)

Office Use Only	Office Use Only
Registered: 18.12.2017	SP96651

PLAN OF SUBDIVISION OF: LOT 11 IN D.P. 1074481	LGA: BAYSIDE Locality: ROCKDALE Parish: ST GEORGE County: CUMBERLAND

This is a ***FREEHOLD/*LEASEHOLD** Strata Scheme

Address for Service of Documents

564 Princes Highway
Rockdale NSW 2216

The by-laws adopted for the scheme are:

*~~Model by-laws for residential strata schemes together with:~~
~~Keeping of animals: Option *A/*B~~
~~Smoke penetration: Option *A/*B~~
(see Schedule 3 *Strata Schemes Management Regulation 2016*)

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I, Warren Alan Eldridge, of Warren Eldridge & Associates, of P.O. Box 477 Pennant Hills 1217, being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*The building encroaches on:

*(a) a public place

*~~(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~ .....

Signature: .....

Date: 14-8-2017

Surveyor ID: 993

Surveyor's Reference: SPGCE148

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I GORDON WREN being an Accredited Certifier, accreditation number BPB0447, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

*~~(a) This plan is part of a development scheme.~~

*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*~~(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ ..... will be created as utility lots and restricted in accordance with section 63 *Strata Schemes Development Act 2015*~~

Certificate Reference: SC 2950

Relevant Planning Approval No.: CDC 1112

issued by: GORDON WREN

Signature: .....

Date: 31st OCTOBER 2017

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 3 sheet(s)

Office Use Only	Office Use Only
Registered: 18.12.2017	SP96651

VALUER'S CERTIFICATE

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

Signature: Date 27 - 10 - 2017

SCHEDULE OF UNIT ENTITLEMENT

SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet)

LOT	UNIT ENTITLE-MENT	LOT	UNIT ENTITLE-MENT	LOT	UNIT ENTITLE-MENT	LOT	UNIT ENTITLE-MENT	LOT	UNIT ENTITL E-MENT	LOT	UNIT ENTITLE-MENT
1	482	19	142	37	69	55	100	73	116	91	113
2	97	20	98	38	90	56	76	74	123	92	156
3	70	21	71	39	142	57	71	75	101	93	81
4	71	22	72	40	99	58	90	76	102	94	86
5	87	23	88	41	73	59	119	77	90	95	121
6	89	24	90	42	73	60	109	78	139	96	104
7	117	25	71	43	90	61	75	79	115	97	101
8	89	26	74	44	92	62	75	80	156	98	463
9	141	27	68	45	72	63	92	81	94	TOTAL	10000
10	97	28	90	46	76	64	84	82	101		
11	70	29	142	47	70	65	74	83	121		
12	70	30	99	48	90	66	77	84	102		
13	86	31	72	49	107	67	72	85	101		
14	89	32	73	50	100	68	92	86	156		
15	70	33	88	51	74	69	111	87	96		
16	73	34	90	52	74	70	119	88	98		
17	67	35	71	53	90	71	97	89	121		
18	89	36	75	54	94	72	104	90	103		

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

(if insufficient space use additional annexure sheet)

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

1. ***POSITIVE COVENANT***
2. ***EASEMENT TO DRAIN WATER 1.2 WIDE & VARIABLE LIMITED IN STRATUM***
3. ***POSITIVE COVENANT***

IT IS INTENDED TO RELEASE:

1. ***EASEMENT TO DRAIN WATER 2 WIDE (DP 633197)***

Surveyor's Reference:SPGCE148

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 3 sheet(s)

Office Use Only	Office Use Only
Registered: 18.12.2017	SP96651

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

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

EXECUTED BY OPEN SPACE PTY LTD (ACN 134219711)

31/10/17

Francis Doan

Director

31/10/17

Gary Jeng

Director

J. Robertshaw

Relationship Executive

Signed at Parramatta the 31st day of October 2017 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494

Witness

Analyst

Aidan Nasr

101 George St Parramatta

NSW 2150

Surveyor's Reference: SPGCE148

Approved Form 7	Strata Plan By-Laws	Sheet 1 of 27 sheet(s)
Registered: 18.12.2017	Office Use Only	Office Use Only SP96651

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

INSERT ADDRESS

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By-Law 6. Damage to Common Property....5
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Approved Form 7	Strata Plan By-Laws	Sheet 2 of 27 sheet(s)
Registered: 18.12.2017 (Office Use Only)		Office Use Only: SP96651

By-Law 1. Definitions and Interpretations for By-laws

In these By-Laws, unless the context otherwise requires or permits:

Act is the Strata Schemes Management Act 2015 (NSW) as amended from time to time.

Air Conditioning means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual lot.

Balcony means a balcony, a terrace, courtyard or winter garden in a lot as identified in the strata plan.

Balcony door means the balcony door/s installed to each individual lot.

Door Closer means the door closer installed to each individual unit front entry door.

Exhaust Fans means an exhaust or extraction fan, wiring, cabling or ducting that services an individual lot.

Intercom System means the intercom handset installed to each individual lot

Invitee means an invitee of an Owner or Occupier.

Local Council or Council means the in whose municipality the lots are located.

Lot means any lot in the strata plan.

Maximum number of persons" means up to two persons per bedroom;

Minor Work means works of a non-structural nature that do not cause a breach of Fire Regulations or any insurance policy held by the Owners Corporation.

Occupier means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

Owner means the Owner of a Lot.

Owners Corporation means Owners Corporation created by the registration of the strata plan.

Approved Form 7	Strata Plan By-Laws	Sheet 3 of 27 sheet(s)
Registered: 18.12.2017	Office Use Only	Office Use Only SP96651

Permissible short term accommodation means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

Prohibited short term accommodation means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

Retail Lot or Commercial Lot means Lots 1 and 98

Retail Hours means 7am to 6pm Monday to Friday. And Saturday 7am to 1pm

Shared Retail Parking means the car parking spaces identified or marked as "VR" on the strata plan.

Small dog means a dog which at it full grown size does not exceed 10 kilos

Ventilation System means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual lot.

In these by-laws, unless the context otherwise requires:

a) a word which denotes the singular includes plural and vice versa;

b) a word which denotes any gender includes the other genders;

c) any terms defined in the Strata Schemes Management Act 2015 will have the same meaning as given to them in that Act.

d) references to legislation include references to amending and replacing legislation.

Unlawful short term accommodation means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

By-Law 2. Noise

An Owner or Occupier of a lot must not create or permit the creation of any noise on a lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property.

Approved Form 7	Strata Plan By-Laws	Sheet 4 of 27 sheet(s)
Registered: 18.12.2017 (Office Use Only)		Office Use Only: SP96651

By-Law 3. Vehicles

1. An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.

2. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

3. The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.

4. An Owner or Occupier must ensure that the parking designated as visitors parking is for the use of Genuine Visitors only.

5. A period in excess of 24 hours, or any lesser period on a repetitive basis shall not be permitted without the prior written consent of the Owners Corporation.

6. During the Retail Hours, only the vehicle of the invitees or customers of an Owner or occupier of a Retail Lot or Commercial Lot may park at the Shared Retail Parking.

7. At any time other than the Retail Hours, the Shared Retail Parking shall be used as visitor parking for the visitors and invitees of a lot in the strata plan.

8. An Owner or occupier of a lot must not apply and is ineligible to hold any parking permit issued by Council under any current or future parking scheme relating to the parking of motor vehicle provided or approved by Council.

By-Law 4. Obstruction of Common Property

An Owner or Occupier of a lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

Approved Form 7	Strata Plan By-Laws	Sheet 5 of 27 sheet(s)
Registered: 18.12.2017 (Office Use Only)		SP96651 (Office Use Only)

By-Law 5. Damage to Lawn and Plants on Common Property

An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation:

a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or

b) use for his or her own purposes as a garden any portion of the Common Property.

By-Law 6. Damage to Common Property

1. An Owner or Occupier of a lot must:

   (a) except to the extent permitted by statute, not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation; and

   (b) ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen anything within or on the Lot or Common Property which causes any damage to Common Property.

2. An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.

3. Subject to the conditions contained in these by-laws, this by-law does not prevent an Owner or person authorised by an Owner from installing:

   (a) any locking or other safety device for protection of the Owner's lot against intruders or to improve safety within the Owner's lot, or

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

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

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(d) any device used to affix decorative items to the internal surfaces or walls in the Owner's lot providing any device does not breach Fire Safety Regulations and the device does not alter the exterior view of the lot, or

4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner by an approved installer 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 Act, the Owner of a lot must;

a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6 (clause C) that forms part of the Common Property and that services the lot;

b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause 3 that forms part of the Common Property and that services the lot; and

c) In the event that an Owner or Occupier fails to complete the remedial work then theses parties indemnify the Owners Corporation for the full cost, should the Owners Corporation carry out the remedial work.

6. In the event that an Owner breaches this by-law or by-law 5 (so that Common Property requires repair), the Owners Corporation may:

a) recover from that Owner the cost of repairing the damage caused to Common Property; or

b) if insurance pays for all of that damage to Common Property, recover from that Owner any excess relating to the insurance claim; or

c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.

7. The Owners Corporation may issue an invoice to any person referred to in clause 8 for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that

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8. address. Notwithstanding this clause, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

9. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Act with respect to outstanding contributions.

10. In relation to expenses:

(a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:

(i) all amounts payable by the Owners Corporation to the Strata Managing Agent;

(ii) the cost of issuing an invoice for the debt; and

(iii) all legal costs incurred in connection with the recovery of the debt.

(b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

(c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

(d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

(e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

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By-Law 7. Behaviour of Owners and Occupiers

An Owner or Occupier of a lot, including a visitor to the 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. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.

By-Law 8. Children Playing on Common Property

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

By-Law 9. Behaviour of Invitees

An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person lawfully using Common Property.

By-Law 10. Depositing Rubbish and Other Material on Common Property

An Owner or Occupier of a lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

By-Law 11. Hanging of Washing

1. An owner or occupier of a lot must not hang washing on the Balcony or in any part of the lot viewable from outside of the lot.

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

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period.

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

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

5. In this clause:

   Washing includes any clothing, towel, bedding, or other article of a similar type.

By-Law 12. Cleaning Windows and Doors

1. An Owner or Occupier of a lot is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is Common Property.

2. Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or Common Property below.

3. The Owners Corporation may resolve to arrange for the cleaning of windows otherwise inaccessible to one or more Owners and Occupiers at the cost of the Owner or Occupier.

By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials

1. An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

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

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3. Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

By-Law 14. Changes to Floor Coverings

1. If an Owner wants to change the floor covering of a lot to other than the floor covering existing as at the date of registration of the strata plan:
   (a) The Owner of a lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings of the lot;
   (b) The impact insulation rating of an installed floor covering must have an impact insulation rating classification of not greater than LinT, W 45 as measured in accordance with AS ISO 140.7 and AS ISO 717.2 and must comply with the requirement of the Building Code of Australia;
   (c) The Owner of the lot must within 14 days of installation of the floor covering, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law 14 has been complied with.
2. This by-law 14 does not affect any requirement under any law to obtain consent to, approval for, or any other authorisation for the changing of the floor covering concerned.
3. By-law 2 applies to all floor coverings and this by-law is subject to by-law 2.

By-Law 15. Floor Coverings

1. An owner of a lot must ensure that all floor space within the lot:
   (a) 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; and
   (b) complies with by-law 14.
2. This by-law and by-law 14 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

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By-Law 16. Garbage Disposal

1. An Owner or Occupier of a residential lot;
   a. must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
   b. must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;
   c. must ensure the waste material is kept in the allocated storage area and kept in a clean and safe state at all times in accordance with the conditions of Council consent;
   d. must have adequate and hygienic waste sterile, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times; and
   e. must ensure that receptacles for the removal of waste, recycling are put out for collection the day prior to the collection and returned the following day.
2. This by-law does not require an Owner or Occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-Law 17. Keeping of Animals

1. Subject to Section 139 (5) of the Act an Owner or Occupier of a residential lot must

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2. not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the Common Property.

3. If an Owner or Occupier of a lot keeps a cat, small dog or small caged bird on the lot then the Owner or Occupier of a lot must:

   a. notify the Owners Corporation that the animal is being kept on the lot;

   b. keep the animal within the lot;

   c. carry the animal when it is on Common Property;

   d. take such action as may be necessary to clean all areas of the lot or the Common Property that are soiled by the animal; and

   e. ensure the animal does not cause disturbance to other residents.

4. An Owner or Occupier may not in any event keep on a Lot more than one of any of a cat, small dog or small caged bird, except with the Corporation's prior written consent.

By-Law 18. Appearance of Lot

1. An Owner or Occupier of a lot must not use the Balcony as clothes drying areas, storage of household goods or air conditioning units that would be visible from the public domain .

2. An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

3. Notwithstanding clause 1, an Owner or Occupier of a lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the lot.

4. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.

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5. The Owner or Occupier of lot must maintain the planter boxes annexed to their lot. In the event that the planter areas are not maintained to a standard in keeping with that of others lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the Owner or Occupier of such lot.

6. The Owner or Occupier of a lot must ensure that all window and door dressings shall be of light neutral tones and where with a pattern, such that the pattern is also of light neutral tones and not obtrusive.

7. The Owner or Occupier of a lot must ensure that Barbeques on balconies and/or courtyards are kept covered when not in use.

8. All furniture on balconies must be unobtrusive and in keeping with the aesthetics of the building.

9. No items (other than motor vehicles) are to be placed or stored in a lot's car space except in a storage container which has been approved by the strata committee.

By-Law 19. Preservation of Fire Safety

The Owner or Occupier of a lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or Common Property.

By-Law 20. Prevention of Hazards

The Owner or Occupier of a lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another lot or any person lawfully using the Common Property.

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By-Law 21. Compliance with Planning and Other Requirements

1. The Owner or Occupier of a lot must ensure that their lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.

2. Every Owner and Occupier must ensure that their lot is only used as a permanent dwelling or domicile unless that lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their lot for another purpose, in which the lot may be used for that other purpose.

3. No Owner or Occupier may use their lot, or allow their lot to be used, for unlawful short term accommodation.

4. Every Owner and Occupier must take all reasonable steps to ensure that their lot is not used for unlawful short term accommodation.

5. You must ensure that your lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law

6. You must ensure that your apartment is not occupied by more than the maximum number of persons.

7. You must not:

   (a) alter the layout of your apartment; or

   (b) carry out any alterations or additions to your apartment,

   so as to allow your apartment to be occupied by more than the maximum number of persons, or to create additional bedrooms.

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8. In this by-law:

"maximum number of persons" means up to two persons per bedroom;

"permissible short term accommodation" means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

"prohibited short term accommodation" means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

"unlawful short term accommodation" means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

By-Law 22. Insurance Premiums

An Owner or Occupier must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

By-Law 23. Services and Equipment

1. This by-law may only be amended by special resolution and with the written consent of the Owner of each lot.

2. On the conditions set out in this by-law, the Owner of each lot shall have exclusive use and special privilege over;

- air-conditioning systems exclusively servicing the lot,
- ventilation system/s exclusively servicing the lot,
- hot water systems which exclusively service the lot,
- tempering valves (isolation valves),

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- exhaust fans,
- window locks and (to the extent permitted) child safety devices,
- balcony doors (including frame, rollers, locks and glass),
- door closers which exclusively services the lot,
- lot doors (excluding the front door) which exclusively service the lot,
- smoke detectors installed within the lot,
- garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
- bathroom and kitchen tiles in the internal part of a lot (for example on a bathroom's floor or wall).

3. Each Owner must:

a. at the cost of the Owner maintain, repair and, where necessary, replace;

- air-conditioning systems exclusively servicing the lot,
- ventilation system/s exclusively servicing the lot,
- hot water systems which exclusively service the lot,
- tempering valves (isolation valves),
- exhaust fans,
- window locks and (to the extent permitted) child safety devices,
- balcony doors (including frame, rollers, locks and glass),
- door closers which exclusively services the lot,
- lot doors (excluding the front door) which exclusively service the lot,
- smoke detectors installed within the lot,
- garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
- bathroom and kitchen tiles in the internal part of a lot (for example on a bathroom's floor or wall).

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b. use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation;

c. repair damage caused to Common Property caused by exercising rights under this by-law; and

d. indemnify the Owners Corporation and the Owners and Occupiers of other lots against all claims and liability caused by exercising rights under this by-law.

4. Air conditioning motors (other motors) servicing each lot form part of the lot that they service. Owners and occupiers of each unit, upon receipt of sufficient notice, shall allow reasonable access for service, maintenance and or replacement of any air conditioning motor (other motors).

5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each lot shall have exclusive use and special privilege over locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the Common Property as is necessary adjacent to the boundary of their respective lots (**Locks**).

2. Owners and Occupiers must maintain, renew, replace and repair the Locks.

3. All Locks maintained, renewed, replaced or repaired under this by-law must, where applicable:

a. comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and

b. be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.

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4. Owners and Occupiers will be liable for any damage caused to any part of the Common Property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.

5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

By-Law 25. Noticeboard

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

By-Law 26. Building Works and Alterations

1. For the purposes of section 110 of the Act, in addition to the work described in section 110(3) of the Act, all work is deemed to be a minor renovation for the purposes of section 110 of the Act other than the work excluded by section 110(7) of the Act.

2. In accordance with section 110(6)(b) of the Act, the Owners Corporation may, and by virtue of this by-law does, delegate its functions under section 110 of the Act to the strata committee.

By-Law 27. Integrity of Fire Safety Systems

1. An Owner or Occupier must not;

   a. interfere with or damage any fire safety device; or

   b. activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.

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2. An Owner or Occupier must;

   a. immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.

   b. immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.

   c. notify the Owners Corporation or a risk of fire or other hazard within the Parcel.

   d. subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.

3. If an Owner or Occupier of a lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).

4. Notwithstanding the provisions of this by-law, an Owner of Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

By-Law 28. Service of Documents on Owner of lot by Owners Corporation

A document can be served on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

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By-Law 29. No Smoking

1. In this by-law:

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

"**External Areas**" means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, verandah, terrace or deck.

"**Lot**" means all lots within the Strata Scheme.

"**Occupier**" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"**Owner**" means the owner of a Lot and that owner's successors in title.

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

2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means that an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property or an External Area) closed.

3. In addition to clause 2, an owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the lot does not penetrate to the common property or any other lot.

4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

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By-Law 30, Signage

1. The following definitions apply for the purposes of this by-law:

(a) Approved Signage means Signage that:

- is approved by the by the Council if required to be approved by the Council;
- is designed by a professional signage consultant with appropriate experience;
- is not on the internal or external surface of the glazed frontage of the Commercial Lot;
- is not a flat box sign, and
- is not offensive.

(b) Awning means an awning erected over the outside area, or part thereof, of the Commercial Lot.

(c) "Commercial/Retail Lot" means the commercial/Retail lots, being those approved for commercial use under the development approval permitting this strata scheme.

(d) "Council" means the local Council for the strata scheme.

(e) "lot owner" means the owner or owners of the relevant Commercial Lot.

(f) Signage means any Approved Signage located in the Commercial/Retail Lot or on the Awning that may be visible by the public from outside the Commercial/Retail Lot or visible from any other Lot.

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2. On the conditions set out in this by-law a lot owner or occupier of a Commercial/Retail Lot may, at the owner or occupiers expense, erect Signage. The installation of any Signage must only be within the Commercial/Retail Lot or on or above the first floor, or in a window, or in such other place or places approved in writing by the owners corporation (acting reasonably). The lot owner or occupier of the Commercial/Retail Lot shall have the right to the exclusive use and enjoyment of such part of the common property that comprises the Awning. Signage in another part of the Scheme will require a separate by-law and approval, which cannot be unreasonably withheld. The Owners Corporation cannot unreasonably refuse to sign any application to a local council for approval of Signage.

3. In installing the Signage, the lot owner or occupier must ensure as far as is practicable that:

   (a) the installation of the Signage is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia or any code or standard replacing that code;

   (b) if applicable, the Signage is installed substantially in accordance with the specifications and plans submitted to the Council for approval in accordance with the provisions of this by-law;

   (c) reasonable precautions are taken to protect areas outside the Commercial/Retail Lot from damage by the installation of the Signage;

   (d) all construction materials, equipment, debris and other material associated with the installation of the Signage are transported across common property in the manner reasonably directed by the owners corporation; and

   (e) the installation of the Signage does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

4. On completion of the installation of the Signage the lot owner or occupier must:

   (a) ensure that the contractor installing the Signage removes from the strata scheme all debris resulting from or associated with the installation of the Signage as soon as practicable; and

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(b) if the approval of the Council is required in order to install the Signage, provide the owners corporation with a copy of a certificate from the Council certifying that the installation of the Signage complies with any conditions of any requisite approval of the Council;

5. Each lot owner or occupier is responsible for the ongoing maintenance and repair of the Signage that serves that Commercial/Retail Lot. Each lot owner or occupier shall ensure that the Signage that serves that Commercial/Retail Lot is kept clean and well maintained at all times. All maintenance and repair works to the Signage must be carried out by licensed and qualified tradespersons in a good and proper manner using materials that are suitable for the works.

6. All works that are carried out are to be carried out on the condition that the lot owner and or occupier indemnifies the owners corporation against any loss, damage, injury or claim, however occasioned, arising out of the carrying out of the works.

7. The owners corporation is responsible for the ongoing repair and maintenance of the Awning but not the Signage.

8. The lot owner and or occupier of a Commercial/Retail Lot shall allow reasonable access to the owners corporation, or any person authorised by it, over the Commercial Lot to enable the repair, maintenance and replacement of the Awning.

9. The lot owner and or occupier is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property or any other lot in the strata scheme as a result of the installation of the Signage whenever that damage may occur.

10. The installation of the Signage must be undertaken at the cost of the owner.

11. If the lot owner or occupier installs or keeps Signage in breach of this by-law the owners corporation may give notice requiring the lot owner and or occupier to remove the Signage and effect any repairs to the common property and Awning as soon as practicable, so as to render it as nearly as possible in the same condition before modifications were made for the installation of the Signage.

12. If notice is served under the preceding paragraph and the lot owner and or occupier has failed to comply with that notice within 28 days of that notice being served on the lot owner and or occupier, then the owners corporation may take such actions as is necessary to rectify the default including the obtaining of orders under the Act and the lot owner acknowledges that the owners corporation is entitled to do so.

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13. Should the lot owner or occupier remove the Signage at any time (or owners corporation remove the Signage in accordance with this by-law), the lot owner and or occupier shall repair any damage caused to the common property and or Awning and restore the common property and or Awning to a standard equivalent to the condition of the remainder of the building.

14. If the owners corporation forms the view that a lot owner has not complied with this any part of this by-law, the owners corporation may send written notice to the owner specifying the non-compliance and requiring that the breach be remedied by a specific date. If the breach is not rectified within the time set by the owners corporation, the owners corporation may (but is not obliged to) by its servants, agents and contractors carry out anything necessary to remedy the breach by the lot owner and or occupier and recover the cost of taking any steps to remedy the breach from the lot owner as a debt due and payable to the owners corporation

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By-Law 31. Grease Arrestor

1. The following definitions apply for the purposes of this by-law:

   (a) **"Authority"** means any federal, state or local government, semi government, quasi government or other body or authority statutory or otherwise including but not limited to any court or tribunal.

   (b) **"Commercial Lot/Retail Lot"** means the commercial/retail lots in the strata scheme, being those lots approved and used for commercial or retail purposes.

   (c) **"grease arrester system"** means the grease arrester system installed by the original owner at the time of construction of the building that serves each Commercial/Retail Lot and includes all fittings and fixtures whether located in a Commercial/Retail Lot or on common property.

   (d) "lot owner" means the owner or owners of the relevant Commercial/Retail Lot.

2. On the conditions set out in this by-law a lot owner or occupier of a Commercial/Retail Lot shall, at the owner and or occupiers expense, have the special privilege to connect to and use the grease arrester system.

Approved Form 7	Strata Plan By-Laws	Sheet 25 of 27 sheet(s)
Registered: 18.12.2017 Office Use Only		Office Use Only SP96651

3. The lot owners and or occupiers of a Commercial/Retail Lot that wish to connect to and use the grease arrester system must, at the lot owners cost:

   (a) comply with any requirements and notices of the Authorities and the owners corporation in connection with the grease arrester system;
   (b) reimburse the owners corporation for any costs, fees or expenses incurred by the owners corporation in respect of anything related to the grease arrestor system, but not the replacement of the grease arrester system. Costs fees or expenses include but are not limited to maintenance costs, service provider charges, rates, charges and additional insurance premiums or increased insurance premiums paid or payable by the owners corporation on any insurance policy effected in connection with the building as a result of the exercise of the rights in this by-law;
   (c) indemnify the owners corporation and keep the owners corporation indemnified against all claims and liability incurred by the owners corporation as a result of the exercise of the rights created by this by-law or as a result of carrying out any obligation imposed by this by-law; and
   (d) release the owners corporation from any liability incurred by the lot owner and or occupier as a result of the exercise of the rights created by this by-law or as a result of carrying out any obligation imposed by this by-law, including but not limited to replacing or renewing the grease arrester system when it is in need of replacement or renewal.

4. The owners corporation may enter into and have current at all times a service agreement with a reputable and qualified grease arrester serviceman/contractor, requiring the servicemen/contractor to keep maintained, regularly serviced, regularly emptied, repaired and in good working order the grease arrester system at all times and to service same no less than once each month at the lot owners cost.

5. All maintenance and repair works to the grease arrester system must be arranged by the owners corporation and carried out by licensed and qualified tradespersons in a good and proper manner using materials that are suitable for the works.

6. All works that are carried out are to be carried out on the condition that the lot owner of a Commercial/Retail Lot connected to the grease arrester system indemnifies the owners corporation against any loss, damage, injury or claim, however occasioned, arising out of the carrying out of the works.

7. In the event that the grease arrester system requires replacement, the owners corporation must arrange to replace the grease arrester system.

Approved Form 7	Strata Plan By-Laws	Sheet 26 of 27 sheet(s)
Registered: 18.12.2017	Office Use Only	Office Use Only SP96651

8. Any costs or expenses payable by the lot owners (whether incurred directly by the lot owners or the owners corporation) pursuant to this by-law must be shared on a proportionate basis between the lot owners with a Commercial/Retail Lot that is connected to the grease arrester system according to their respective unit entitlement.

9. If the owners corporation forms the view that a lot owner has not complied with this by-law, the owners corporation may send written notice to the lot owner specifying the non-compliance and requiring that the breach be remedied by a specific date.

10. If the breach is not rectified within the time set by the owners corporation, the owners corporation may (but is not obliged to) by its servants, agents and contractors carry out such repairs and maintenance as are necessary and recover the cost of the works from the lot owner as a debt due and payable by the lot owner to the owners corporation.

By-Law 32. Registration of Dealing

If there is a development consent condition allowing registration of a dealing (such as a section 88B Instrument) after registration of the strata plan, or if this is otherwise permitted by council or the private certifying authority as part of the development or registration process, then the Owners Corporation must upon demand sign under seal any such dealing, and produce its certificate of title to permit registration of that dealing.

By-Law 33. Commercial/Retail Garbage Disposal

An Owner or Occupier of a commercial or retail lot must ensure that they properly dispose of the refuse, recyclable material and waste associated with their business at their cost, and that such refuse, recyclable material and waste is not lest on Common Property at any time.

By-Law 34. Exclusive use Areas Lots 1 & 98

noted 'A' on the plan

This by-law grants exclusive use of areas to the respective lots 1 & 98, subject to the provisions that the owners corporation shall be responsible for the proper maintenance of the subject areas and for the repairs of a structural nature and the respective owners shall permit the Owners Corporation to have access to the various areas for the purpose of the discharge of its functions as required by law.

Approved Form 7	Strata Plan By-Laws	Sheet 27 of 27 sheet(s)
Registered: 18.12.2017 (Office Use Only)		SP96651 (Office Use Only)

Execution

Executed by

Registered Proprietor Open Space Pty Ltd (ACN 134219711)

Francis Doan
7th Sept 17
Director

Gary Jeng
07/09/17
Director

Registered Mortgagee

Jim Robertshaw
Relationship Executive

Signed at Parramatta the 31st day of October 2017 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494
Witness

Andrew Wasr
Analyst
101 George St Parramatta
NSW 2150

Req:R960559 /Doc:DL @354515 /Rev:25-Feb-1997 /Sts:OK.OK /Prt:29-May-2012 18:48 /Pgs:ALL /Seq:1 of 5
Ref:120708 /Src:M

Fees:

Transfer

Endorsement

Certificate

FEE SIMPLE.

New South Wales. 354515

MEMORANDUM OF TRANSFER.

PROPERTY ACT 1900

11-12-02

Date should be negatived, or the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferor be married, and, if so, the date of marriage. If before January, 1897, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1896 no dower attaches.

a Name, residence, occupation, or other designation, in full, of Transferor.

I,[a] John Andrews of Rockdale in the State of New South Wales Gentleman

b If a less estate, strike out "*in fee simple*," and interline the required alteration.

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c]—in consideration of[d] Seven hundred and seventy five pounds

(£775-0-0)

c All subsisting encumbrances must be noted hereon. (*See* page 2.)

d If the consideration be not pecuniary, alter accordingly.

e Name, residence, occupation, or other designation of transferee. If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by[e] John Alexander Beales of Kogarah in the said State Gentleman

the receipt whereof I hereby acknowledge,

PLAN REFILED IN PLAN ROOM AS F.P. 922117

f If two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said[f] John Alexander Beales

g Area, in acres, roods, or perches.

All my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g] Seven roods fourteen perches -

h Parish or town, county.

situate in[h] the Parish of St. George County of Cumberland

i "The whole" or "part," as the case may be.

j "Crown Grant," or "Certificate of Title."

being[i] part of the land comprised in[j] Certificate of Title

dated 26 September 1870 registered volume No. 107

k Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a descriptive and plan will be required and may be inserted or annexed with this proviso:—"*as delineated in the plan hereon* [or "*annexed hereto*] *and* "*described as follows*," *or etc.*:—

folio[k] 214 and being the land delineated in the plan hereto annexed and coloured red Together with a right of way over the land in the said plan coloured Brown

Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

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

[Price, 8d.]

In witness whereof, I have hereunto subscribed my name, at *Sydney* the *eighth* day of *August* in the year of our Lord one thousand nine hundred and *two*.

Signed in my presence by the said *John Andrews*
WHO IS PERSONALLY KNOWN TO ME

W. W. Monahan
Signed* *Sol. Sydney.*

John Andrews
*Transferror.**

(Who will also sign Declaration in accordance with Dower Note at the top of the 1st page.)

*Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the said *John Henry O'Beales*
WHO IS PERSONALLY KNOWN TO ME

Joseph J. Jazelman
Sol. Sydney.

J. H. Beales
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "c" in margin.

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £20; also, to damages recoverable by parties injured.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

a If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the Colony. If the parties be resident without the Colony, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

If the Transferror or Transferree signs by a mark, the attestation must state "that the "instrument was read "over or explained to "him, and that he "appeared fully to understand the same."

b Repeat attestation for additional parties if required.

c For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Req:R960559 /Doc:DL 0354515 /Rev:25-Feb-1997 /Sts:OK.OK /Prt:29-May-2012 18:48 /Pgs:ALL /Seq:3 of 5
Ref:120708 /Src:M

Declaration by Licensed Surveyor.

(REAL PROPERTY ACT, No. 25 OF 1900, SEC. 119).

8

I,* Callaghan Fitz Gavan

of† Sydney

Licensed Surveyor, specially Licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries and measurements shown on the plan of‡ D.P. 14 Parish of St. George Co of Cumberland hereto annexed, and marked "A,"

.....

.....

are correct for the purposes of the said Act, and that the said plan and the survey of the land to which the same relates have been prepared and made by me, or under my immediate supervision; and I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED and declared at Sydney this fifteenth day of August 1907 before me,

C J Gavan

J.P.

*Name. †Residence and Occupation. ‡Particulars of the Estate—Title and Situation.

80565

Req:R960559 /Doc:DL @354515 /Rev:25-Feb-1997 /Sts:OK.OK /Prt:29-May-2012 18:48 /Pgs:ALL /Seq:4 of 5
Ref:120708 /Src:M

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

See note "e," page 1. This, when filled up, should be signed by the Transferror. A very short note of the particulars will suffice.

Nil

John Brodrey

Transferror.

(See note p.)

FORM OF DECLARATION BY ATTESTING WITNESS.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Appeared before me at , the

day of , one thousand nine hundred and

, the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[t] is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

r Name of witness and residence.

s Name of Transferror.

t Name of Transferror.

u Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Req:R960559 /Doc:DL @354515 /Rev:25-Feb-1997 /Sts:OK.OK /Prt:29-May-2012 18:48 /Pgs:ALL /Seq:5 of 5
Ref:120708 /Src:M

No. 20491 Memorandum of Transfer of

Vol. 1438 Fol. 193

All that part of Lot 6 Sec 1 of the Parish Portion of the Bealey Estate in Rockville Dist Co of Cumberland

With right of way

Lodged by

(Name) Joseph J Gagliman

(Address) 60 Castlereagh St Sydney.

J Andrews Transferor.

John Alma Beales Transferee.

Particulars entered in the Register Book, Vol. 107 Folio 241

the 17th day of December 1902

at 2 minutes 10 o'clock

in the forenoon

Deputy Registrar General.

	INITIALS	DATE
SENT TO DRAFTING BRANCH		DEC 5 1902
RECEIVED FROM RECORDS		AUG 2 1902
DRAFT WRITTEN		DEC 6 1902
DRAFT EXAMINED		6
RETURNED TO RECORDS		DEC 8 1902
RETURNED FROM RECORDS		DEC 22 1902
CERTIFICATE ENGROSSED		DEC 22 1902
DIAGRAM COMPLETE		23.12.2
CERTIFICATE EXAMINED		
ACCOUNTANT		
DEPUTY REGISTRAR GENERAL		

VOL. 1438 FOL. 193

554-76

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fee are paid.

If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee; but in no case will a new Certificate be issued for a less area than one acre, unless it is intended to make, upon the Transfer of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the following residue.

Transfers of encumbrances may be made upon the Certificate. No. will be required for such additional Certificate.

The fees on Transfer are 10s. and 2s. for every new Certificate, whether issued to a Transferee or retained for the residue. By the Amendment Act of 1872, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, but he may have the original duly returned to him, with a memorial of the Transfer endorsed thereon, at a cost of 10s. only.

Certificate of Title if the whole of the land is transferred, and he may have the original duly returned to him, with a memorial of the Transfer endorsed thereon, at a cost of 10s. only.

The Transfer is inoperative from the moment it is executed.

Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order signed before a Magistrate.

N.B.—The Lands dealt with in the Crown Rents for January, 1903, are, upon such, under the Provisions of the Real Property Act, and must be paid into the Police Department of the

Req:R960561 /Doc:DL 0354517 /Rev:25-Feb-1997 /Sts:OK.OK /Prt:29-May-2012 18:48 /Pgs:ALL /Seq:1 of 5
Ref:120708 /Src:M

Fee:

Transfer

Endorsement

Certificate

FEE SIMPLE

New South Wales. 354517

REGISTRAR-GENERAL NEW SOUTH WALES

ONE POUND STAMP DUTY

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

14-12-1900 10 AM

Power should be negatived, as the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferror be married, and, if so, the date of marriage. If before January, 1897, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1858 no dower attaches.

a Name, residence, occupation, or other description, in full, of Transferror.

I,[a] Margaret Jane Godfrey wife of Elias Godfrey of Rockdale in the State of New South Wales Contractor

b If a less estate, strike out "in fee simple," and interline the required alteration.

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,—in consideration of[c] ten shillings

(£—10/—)

c All subsisting encumbrances must be noted hereon. (See page 2.)

If the consideration be not pecuniary, alter accordingly.

Name, residence, occupation, or other designation of transferee. If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by John Andrews of Rockdale aforesaid Gentleman and of ten shillings (£—10/) paid to me by John Alma Beales of Ingarsh in the said State Gentleman.

the receipt whereof I hereby acknowledge,

d If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said[d] John Andrews and John Alma Beales

A right of way over

e Area, in acres, roods, or perches.

~~All my Estate and Interest, as such registered proprietor, in~~ ALL THAT piece of land containing[e] one quarter of a perch

f Parish or town, county.

situate in[f] the parish of Saint George County of Cumberland

g "The whole" or "part," as the case may be.

being[g] part of the land comprised in[h] Certificate of Title

h "Crown Grant," or "Certificate of Title."

dated the 28th July 1885 registered volume No. 713

folio[i] 22 as shown on the plan hereon endorsed and thereon coloured red

i Where it more than one. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required and may be inserted or annexed with this prefix—"*as delineated in the plan hereon* [or "*annexed hereto*"] *and coloured red*" [or "*described as follows*," *viz.*,—

Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

PLAN INSERTED IN BOOK AS P.P. 922119

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

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

[Price, 6d.]

Req:R960561 /Doc:DL 0354517 /Rev:25-Feb-1997 /Sts:OK.OK /Prt:29-May-2012 18:48 /Pgs:ALL /Seq:2 of 5
Ref:120708 /Src:M

354517

P92219

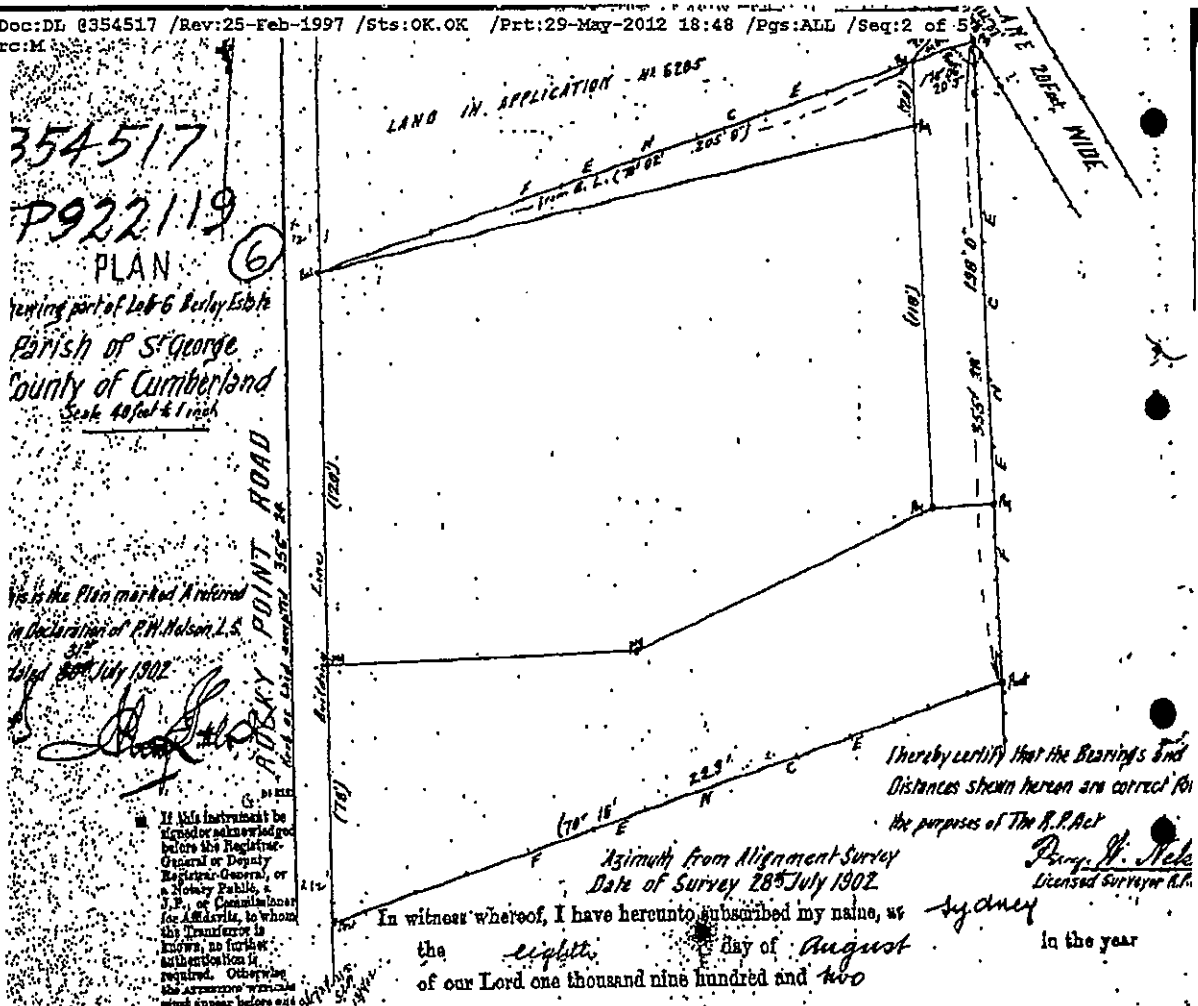
PLAN (6)

Fronting part of Lot 6 Rocky Estate

Parish of St George

County of Cumberland

Scale 40 feet to 1 inch



This is the Plan marked A referred to in Declaration of P.W. Nelson L.S. dated 31st July 1902.

P. W. Nelson

I hereby certify that the Bearings and Distances shown hereon are correct for the purposes of The R.P. Act

Azimuth from Alignment Survey
Date of Survey 28th July 1902

Percy W. Nelson
Licensed Surveyor R.P.

In witness whereof, I have hereunto subscribed my name, at Sydney the eighth day of August in the year of our Lord one thousand nine hundred and two

Signed in my presence by the said Margaret Jane Godfrey
WHO IS PERSONALLY KNOWN TO ME
W. W. Monahan
Solr. Sydney.

Margaret Jane Godfrey
Transferor.*

Signed*

(Who will also sign Declaration in accordance with Power Note at the top of the 1st page.)

If this instrument be executed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further attestation is required. Otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the Colony. If the parties be resident without the Colony, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over or explained to him, and that he appeared fully to understand the same."

Insert attestation for additional parties if required.

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in case where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if

Signed in my presence by the said John Alma Beales
who is personally known to me
Joseph Gasteen
Solr. Sydney.

J. A. Beales

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

John Andrews
Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50 also, to damages recoverable by parties injured.

Signed in my presence by the said John Andrews
WHO IS PERSONALLY KNOWN TO ME
W. W. Monahan

Req:R960561 /Doc:DL 6354517 /Rev:25-Feb-1997 /Sts:OK.OK /Prt:29-May-2012 18:48 /Pgs:ALL /Seq:3 of 5
Ref:120708 /Src:M

Declaration by Licensed Surveyor.

(REAL PROPERTY ACT, No. 25 OF 1900, SEC. 118).

I, Percy William Nelson

of 121 Pitt Street Sydney

Licensed Surveyor, specially Licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries and measurements shown on the plan of† Part of Lot 6 of the Gaeby Estate Parish of St George County of Cumberland hereto annexed, and marked "A,"

.....

.....

are correct for the purposes of the said Act, and that the said plan and the survey of the land to which the same relates have been prepared and made by me, or under my immediate supervision; and I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED and declared at Sydney this Sixth day of July 1902, before me,

Percy W. Nelson

J.P.

*Name. †Residence and Occupation. ‡Particulars of the Estate—Title and Situation.

Req:R960561 /Doc:DL @354517 /Rev:25-Feb-1997 /Sts:OK.OK /Prt:29-May-2012 18:48 /Pgs:ALL /Seq:4 of 5
Ref:120708 /Src:M

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

[f] See note "f" page 1. This, when filled up, should be signed by the Transferror. A very short note of the particulars will suffice.

Mortgage N° 231744 dated 25th October 1894 from Margaret Jane Godfrey to Jean Old ——————
Mortgage N° 275156 dated 4th March 1898 from Margaret Jane Godfrey to Jean Old ——————
Transfer of Mortgage N° 312059 dated 13th September 1900 of both the above mortgages from Richard Old to Frenham Old and said Richard Old ——————
Transfer of Mortgages N° dated 31st December 1901 of both the above mortgages from said Frenham Old and Richard Old to said Richard Old and Edward Albin Ampblett. ——————

Margaret Jane Godfrey
Transferror.
[See note p.]

We Richard ~~Frenham~~ Old and ~~Richard~~ Edward Albin Ampblett ~~Old~~ do respectively consent to the within transfer—

R. Old
E. A. Ampblett

Witness—
Richard Archer
Solicitor
Sydney

FORM OF DECLARATION BY ATTESTING WITNESS.

[g] May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Appeared before me at , the day of , one thousand nine hundred , the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[t] is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

[z] Name of witness and residence.

[s] Name of Transferror.

[t] Name of Transferror.

[g] Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Req:R960561 /Doc:DL 0354517 /Rev:25-Feb-1997 /Sts:OK.OK /Prt:29-May-2012 18:48 /Pgs:ALL /Seq:5 of 5
Ref:120708 /Src:M

No. 354517 Memorandum of Transfer of

Right of way over pt of a parcel part of Lot 6 of sec 1 of the Becley Estate in Rockdale Parish of Cumberland

Lodged by

(Name) Cruickshank Smith & Monahan Solicitors.

(Address) Martin Place, Sydney.

M. J. Gafney Transferor.

John Andreas and John Elias Reed Transferees

Particulars entered in the Register Book, Vol. 753 Folio 19

the 17 day December 1902

at minutes 10 o'clock

in the fore noon

Deputy Registrar General

	DATE OF INITIALS
SENT TO DRAFTING BRANCH	DEC 5 1902
RECEIVED FROM RECORDS	AUG 2 1907
DRAFT WRITTEN	DEC 5 1902
DRAFT EXAMINED	DEC 15 1902
RETURNED TO RECORDS	16-12-02
RETURNED FROM RECORDS	DEC 2
CERTIFICATE ENGROSSED	
DIAGRAM COMPLETE	
CERTIFICATE EXAMINED	
ACCOUNTANT	
DEPUTY REGISTRAR GENERAL	

VOL. FOL.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

If a Transferee has by mistake sold the land he has not paid for, he should be advised, and a new Certificate will then be prepared on payment of an additional fee; but in case the Transferee has by mistake sold part of the land he has purchased, and is desirous to have a Certificate for the remainder, this should be advised, and a new Certificate will then be prepared on payment of an additional fee; but in case this is a part only of the land so transferred, and it is desired to have a Certificate for the remainder, this should be advised, and a new Certificate will then be prepared on payment of an additional fee; but in case this is a part only of the land so transferred, and it is desired to make several Transfers of portions, the Certificate may remain in the LAND TITLES OFFICE, either until the whole be sold, or further application is made for a Certificate of the particular portion.

Intending purchasers can, on payment of the prescribed fee, search the Register Book, and obtain a Certificate for the land they intend to purchase. They will be required for such additional Certificate[illegible]

Intending mortgagees can, on payment of the prescribed fee, search the Register Book, and obtain a Certificate for the land they intend to mortgage. They will be required for such additional Certificate[illegible]

The issue of Transferees' new Leases, and of new Certificates, whether issued to a Transferee or retained for the vendor. By the Amendment Act of 1877, the purchaser is not compelled to take out a new Certificate in exchange for the old one, but may have the original Title retained by him, with a memorial of the Transfer endorsed thereon, at a cost of 10s. only.

The Certificate of Title of the land is transferred, and may have the original Title returned to him, with a memorial of the Transfer endorsed thereon, at a cost of 10s. only.

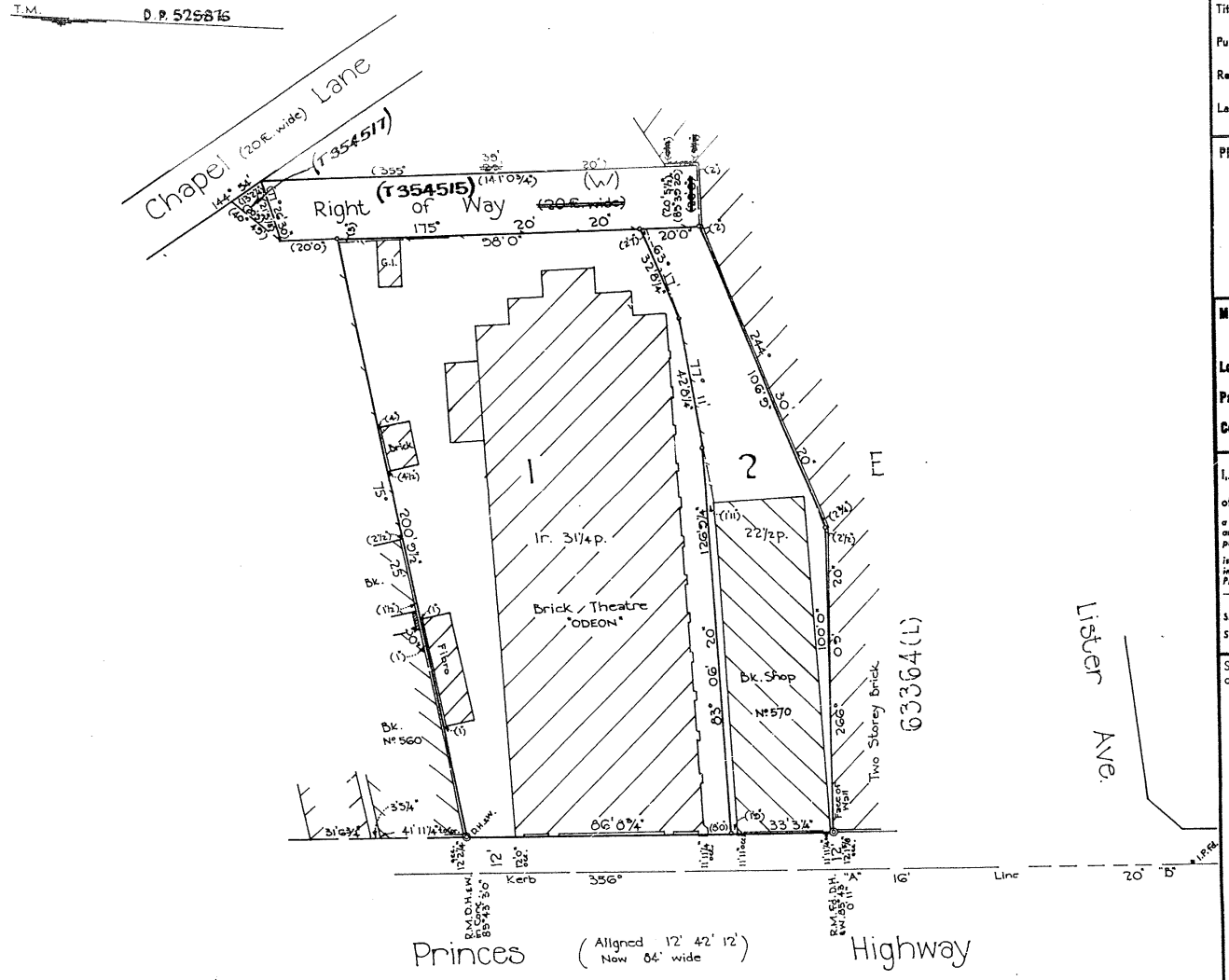
The Certificate of Title of the land is transferred, and may be produced in support of the Transferee's application for a new Certificate, or upon an application registered before a Registrar.

The Transferee is required to produce this Certificate at the Land Titles Office, when application is made for the registration of this Transfer, and the Certificate will be returned to the person producing it.

Any further information required will be furnished on personal application at Purchasers or their Solicitors, or upon an application registered before a Registrar.

[illegible] Section 3 of the Real Property Act, 1900, that from and after 1st January, 1902, the provisions of the Real Property Act, and not its prior provisions, shall apply to all instruments executed after that date.

Plan Form 3—**TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.**



D P 529876 (E)

Registered: 14.8.1968

C.A. No 28/68 of 25-6-1968

Title System: Torrens

Purpose: Subdivision

Ref. Map: Rockdale Sh. 10

Last Plan T354515

PLAN OF Sub? of Land in C.T. Vol. 1438 Fol. 193 being the land in plan lodged with T.354515

Scale: 30 feet to an inch

Mun./Shire

~~City~~: Rockdale

Locality: Rockdale

Parish: St George

County: Cumberland

I, Richard John Holmes

of Hardy, Busby & Tyson, 92 Pitt St., Sydney

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

is accurate and has been made *(1) by me ~~(2) under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on 30/10/67

Signature R J Holmes

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth. A-B

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

(Signatures and Seals to appear in panel provided.)

OFFICE USE ONLY

*Strike out either (1) or (2). Insert date of survey.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

WARNING. Plan Drawing only to appear in this space.

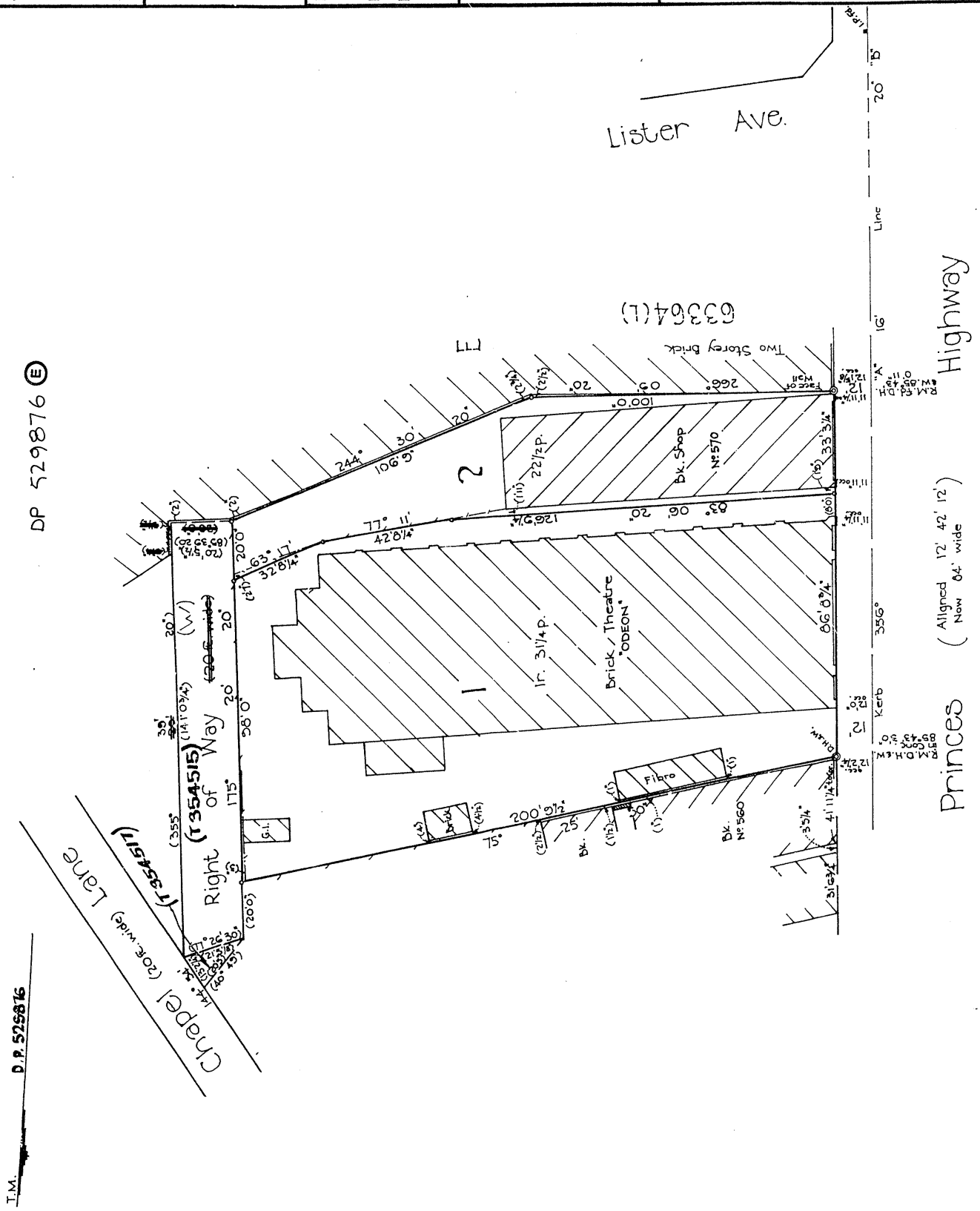
D b 529876

WARNING. Plan Drawing only to appear in this space.

M.P.D.

SURVEYOR'S REFERENCE: 27183

Req:R912202 /Doc:DP 0529876 P /Rev:20-Feb-2001 /Sts:SC.OK /Pgs:ALL /Prt:04-Jan-2018 12:17 /Seq:1 of 3
Ref:49808 /Src:M



WARNING. Plan Drawing only to appear in this space.

D. P. 529876 (E)

Registered: 14.8.1968

C.A. № 28/68 of 25-6-1968

Title System: Torrens

Purpose: Subdivision

Ref. Map: Rockdale Sh 10*

Last Plan T.354515

OFFICE USE ONLY.

PLAN OF Subn of Land in C.T. Vol. 1438 Fol. 193 being the land in plan lodged with T.354515

Scale: 30 Feet to an inch

Mun./Shire

~~City~~: Rockdale

Locality: Rockdale

Parish: St George

County: Cumberland

I, Richard John Holmes

of Hardy, Busby & Tyson, 92 Pitt St, Sydney

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

*is accurate and has been made *(1) by me ~~(2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on †~~* 30/10/67

Signature R J Holmes

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth: A-B

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

(Signatures and Seals to appear in panel provided.)

SURVEYOR'S REFERENCE: 27183

**Strike out either (1) or (2). Insert date of survey.*

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

D. P. 529876

N O O Z A I A

Council Clerk's Certificate.

I hereby certify that—

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

**(b) the requirements of section 348 of the †Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, †Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,*

have been complied with by the applicant in relation to the proposed ..... SUBDIVISION *(insert "new road" or "subdivision") set out herein.*

Subdivision No. 28/68

Date 25th June, 1968. (Signature) Council Clerk.

**This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board, and the Hunter District Water Board.*

†Delete if inapplicable.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

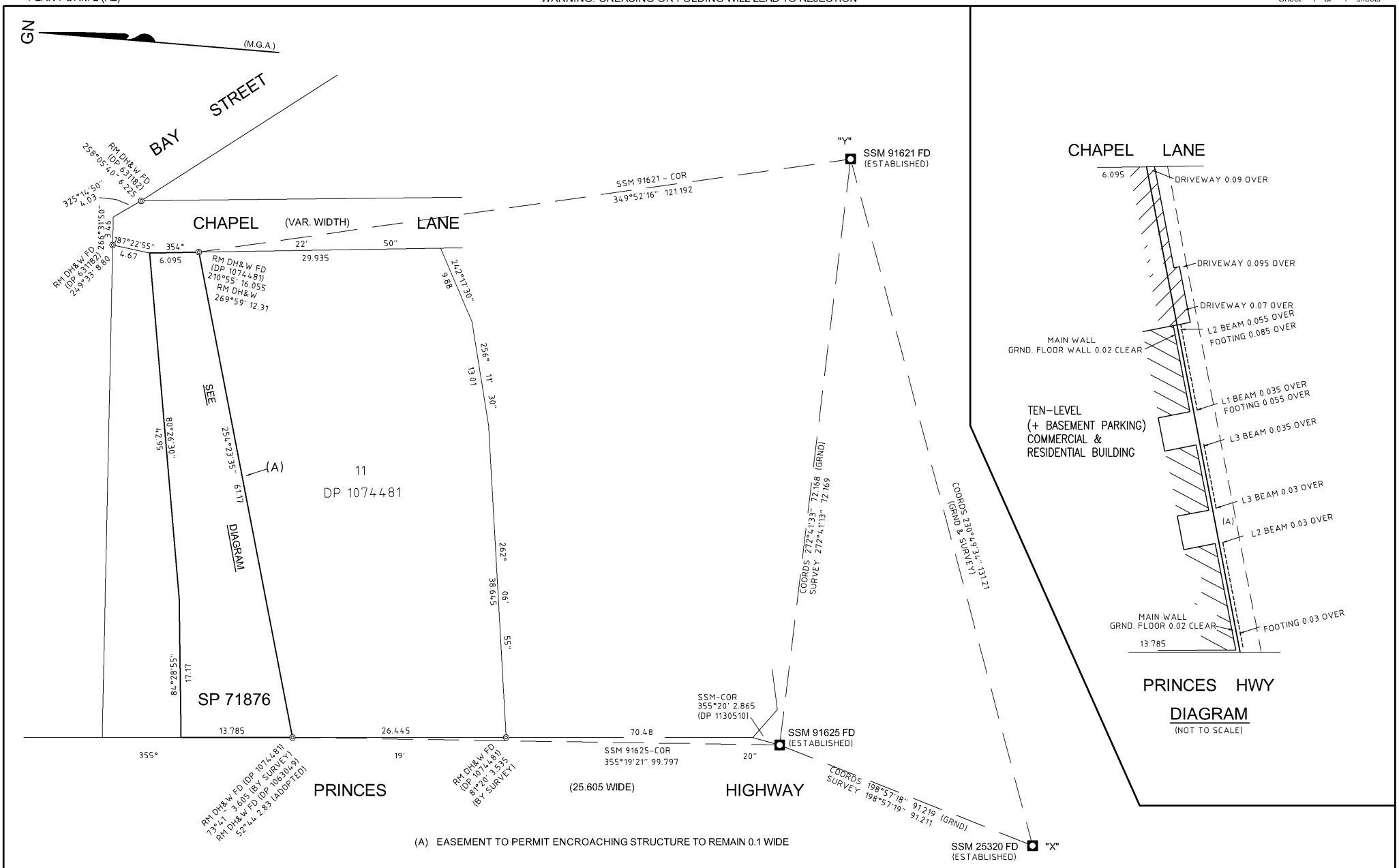
DP 529876

FEET	INCHES	METRES
-	1	0.025
-	1 1/8	0.029
-	1 1/2	0.038
-	2	0.051
-	2 1/2	0.064
-	2 3/4	0.070
-	3	0.076
-	4	0.102
-	4 1/2	0.114
-	11	0.279
1	9	0.533
1	11	0.584
2	-	0.610
2	7	0.787
3	-	0.914
3	5 1/4	1.048
8	-	2.438
11	11	3.632
11	11 1/4	3.639
12	-	3.658
12	1 5/8	3.699
12	2 1/4	3.715
13	2 1/4	4.020
20	-	6.096
20	5	6.223
20	5 1/2	6.236
20	9 1/2	6.337
21	5 1/8	6.531
21	5 1/4	6.534
31	6 3/4	9.620
32	8 1/4	9.963
33	3 1/4	10.141
41	11 1/4	12.783
42	-	12.802
42	8 1/4	13.011
86	8 3/4	26.435
86	9 3/4	26.460
98	-	29.870
100	-	30.480
106	9	32.537
126	9 1/4	38.640
141	0 3/4	42.996
200	9 1/2	61.201
441	11 1/4	134.703

AC	RD	P	SQ M
-	-	22 1/2	569.1
-	1	31 1/4	1802

Req:R912202 /Doc:DP 0529876 P /Rev:20-Feb-2001 /Sts:SC.OK /Pgs:ALL /Prt:04-Jan-2018 12:17 /Seq:3 of 3
Ref:49808 /Src:M

PLAN FORM 2 (A2) DP1204270 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 1 sheets



(A) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(b) & 61(2)						
MGA COORDINATES ZONE 56						
MARK	EAST	NORTH	CLASS	ORDER	METHOD	ORIGIN
SSM 25320	327897.625	6241172.074	B	2		SCIMS
SSM 91621	327999.339	6241254.953	B	2		SCIMS
SSM 91625	327927.254	6241258.343	B	2		SCIMS
COMBINED SEA LEVEL & SCALE FACTOR 0.999962						
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS ON 13th DECEMBER, 2013						

Surveyor: ROBERT GORDON HARRISON
Date of Survey: 16th January, 2014
Surveyor's Ref: 50844RH-PRINCES

PLAN OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE

LGA: ROCKDALE
Locality: ROCKDALE
Subdivision No: ———
Lengths are in metres. Reduction Ratio 1:300

Registered 12.02.2015

DP1204270

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R912203 /Doc:DP 1204270 P /Rev:13-Feb-2015 /Sts:SC.OK /Pgs:ALL /Prt:04-Jan-2018 12:17 /Seq:1 of 3
Ref:49808 /Src:M

PLAN FORM 6 (2012) **WARNING: Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 12.02.2015

Title System: TORRENS

Purpose: EASEMENT

:e Use Only

DP1204270 S

PLAN OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE

LGA: ROCKDALE

Locality: ROCKDALE

Parish: ST. GEORGE

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Survey Certificate

I, ROBERT GORDON HARRISON

of Harrison Friedmann & Associates Pty. Ltd., P.O. Box 4025 Kogarah Bay NSW 2217

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on .....~~

*(b) The part of the land shown in the plan (*being/~~*excluding~~ the site of the easement) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 16th January, 2014, the part not surveyed was compiled in accordance with that Regulation.

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: 16-01-2014

Surveyor ID: 1223

Datum Line: "X" - "Y"

Type: *Urban/*~~Rural~~

The terrain is *Level-Undulating / *~~Steep-Mountainous~~.

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AND AS SET OUT IN THE ACOMPANYING INSTRUMENT, IT IS INTENDED TO CREATE:

1. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE

Plans used in the preparation of survey/compilation.

DP 631182, DP 1063049, DP 1074481, DP 1130510

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 50844RH-PRINCES

Req:R912203 /Doc:DP 1204270 P /Rev:13-Feb-2015 /Sts:SC.OK /Pgs:ALL /Prt:04-Jan-2018 12:17 /Seq:3 of 3
Ref:49808 /Src:M

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 12.02.2015

Office Use Only

DP1204270

PLAN OF OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SIGNATURES AND SEALS

Executed for and on behalf of
Open Space Pty Ltd (ACN 134 219 711)
in accordance with section 127(1)
of the Corporations Act 2001:

X _____
Signature of Director/Secretary

X _____
Signature of Director

OWNERS CORPORATION STRATA PLAN 71876 ★ Common Seal

Strata Manager

Amedeo Banzato
Relationship Executive

Signed at Parramatta the 2nd day of October 2014 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494

Witness Michael Tang
Analyst

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50844RH-PRINCES

Instrument setting out terms of Easement intended to be created pursuant to Section 88B

DP1204270 B

(Sheet 1 of 2 sheets)

PLAN OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE.

Full name and address of the owner of the land:

The Owners - SP71876
558-560 Princes Highway, Rockdale. NSW 2216
Open Space Pty. Ltd.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Permit Encroaching Structure to Remain 0.1 wide	11/1074481	CP/SP71876

Part 2 (Terms)

. **Terms of Easement to Permit Encroaching Structure to Remain numbered 1 in the plan**

Insert terms

Authorised Person

.....

DP1204270

(Sheet 2 of 2 sheets)

~~Plan of~~ ~~covered by~~
~~Subdivision Certificate No.~~

PLAN OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE.

Name of authority empowered to release, vary or modify the easement numbered 1 in the plan.

.....

SIGNED in my presence by)
)
who is personally known to me).....

.....
Signature of Witness

.....

.....
Name & Address of Witness

A Panzato
Andrea Panzato
Relationship Executive

Signed at Parramatta the 26th day of November 2014 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494
Witness
Michael Tang
Analyst

EXECUTED BY Open Space Pty Ltd)
ACN 134 219 711)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cwlth) by the)
authority of its Directors:)

Gary Jeng) .....
.....) Signature of Director/Company Secretary*
Signature of Director)
GARY JENG) Francis Doan
.....) Name of Director/Company Secretary*
Name of Director (block letters)) (block letters)
) *delete whichever is not applicable

witness: Amanda Xu
Address: Suite 1009A, Level 10, 19 Martin Place, Sydney 2000

witness: Amanda Xu
Address: Suite 1009A, Level 10, 19 Martin Place, Sydney 2000

50844RH 88B (Vers 1)

REGISTERED 12.02.2015

Authorised Person
.....

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 ~~AND SEC 7(3)STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT,1973~~

Lengths are in metres

PART 1

Plan: SP96651

Plan of Subdivision of Lot 11 DP1074481covered by Subdivision Certificate No.2950 of 31-10-17

Full Name and Address of Proprietors of the Land

OPEN SPACE PTY LTD (ACN 134219711) a company duly incorporated in NSW having its registered office at Unit A, 11-13 Short St, Auburn 2144

PART 1

Number of item shown in the intention panel on the plan	Identity of easement restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Positive Covenant	Common Property	Bayside Council
2	Easement to Drain water 1.2 wide ~~&~~ variable limited in stratum	Common Property	Bayside Council
3	Positive Covenant	Common Property	1 and 98

Signature of Bayside Council's delegate

ePlan

Lengths are in metres

Sheet 2 of 4 Sheets

Plan: **SP96651**

Plan of Subdivision of Lot 11
DP1074481covered by Subdivision
Certificate No.2950of 31-10-17

PART 1A

Number of item shown in the intention panel on the plan	Identity of easement restriction or positive covenant to be released	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 2 wide (DP633197)	~~Common Property~~ 11/1074481	Bayside Council

PART 2

1. Terms of Positive Covenant number 1 in the abovementioned plan.

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "on site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, pumps, walls, kerbs, pits, grates, tanks, rainwater tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council (hereinafter called 'the system').

1. The Registered Proprietor will

a) permit stormwater to be temporarily detained by the system;
b) keep the system clean and free of silt, rubbish and debris;
c) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner;
d) carry out the matters referred to in paragraphs (b) and (c) at the proprietor's expense;
e) not make any alterations to the system or elements thereof without prior consent in writing of the Council;
f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause;
g) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of liaison with the proprietor and the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Signature of Bayside Council's delegate

ePlan

Lengths are in metres

Sheet 3 of 4 Sheets

Plan: SP96651

Plan of Subdivision of Lot 11
DP1074481covered by Subdivision
Certificate No.2550 of 31-10-17

PART 2 (continued)

3. Terms and Conditions of the Positive Covenant number 3 in the above mentioned plan.

The Registered Proprietors covenant as follows with the Council in respect to the area of common property identified as 'Visitor Parking Retail' spaces on any Strata Plan registered on the current parcel (herein called the 'The Burdened Land').

The Registered Proprietor will:

1. Permit the registered proprietors and / or invitees of the registered proprietors of any commercial lots in the strata plan registered on the current parcel to enter upon the burdened land with a vehicle or vehicles whether motorized or not and to park, leave or place such a vehicle upon the burdened land within the time period from 8 am to 6 pm Monday to Friday and from 10 am to 4 pm on Saturday or Sunday, in accordance with the shared parking register prepared by Varga Traffic Planning Pty Ltd (Ref. 15319 dated 31-8-2015) and held by Council under DA 2012/293/E. The times referred to above are Australian Eastern Standard time or Australian Eastern Daylight Saving time whichever is in effect at the time that the registered proprietors or invitee enters upon the burdened land.
2. Not to obstruct or inhibit in any manner whatsoever access to or exclusive use of the burdened land in accordance with the prior clause.
3. Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

Name of authority empowered to release, vary or modify the positive covenants 1 and 3 together with the easement 2 in the plan is Bayside Council.

Executed by OPEN SPACE PTY LTD
(ACN 134219711) in accordance with
Sec. 127 of the Corporations Act:

.....
Signature of the Director

.....
Signature of the Director/~~Secretary~~

Francis Doan
.....
Name(please print)

Gary Jeng
.....
Name(please print)

.....
DIRECTOR

.....
WITNESS

.....
Signature of Bayside Council's delegate

ePlan

Lengths are in metres

Sheet 4 of 4 Sheets

Plan: **SP96651**

Plan of Subdivision of Lot 11
DP1074481covered by Subdivision
Certificate No. 2550 of 31-10-17

PART 2 (continued)

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.

Signature of witness:

Name of the witness: Michael Maloof

Address of the witness: 444 Princes Hwy
Rockdale

BAYSIDE COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1993

Signature of delegate:

Name of delegate: Luis Melim

Jim Robertshaw
Relationship Executive

Signed at Parramatta the 31st day of October 2017 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney
Book 4548 No. 494
Witness

Andrew Nasr
Analyst
101 George St Parramatta
NSW 2150

REGISTERED 18.12.2017

Req:R211151 /Doc:DL AN329459 /Rev:14-May-2018 /NSW LRS /Pgs:ALL /Prt:06-Nov-2019 10:23 /Seq:1 of 6
© Office of the Registrar-General /Src:INFOTRACK /Ref:56618

Form: 07DL
Release: 3·2

SURRENDER OF LEASE

New South Wales
Real Property Act 1900

AN329459L

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

STAMP DUTY Revenue NSW use only

Office of State Revenue
NSW Treasury
Client No: 120323005 3604
Duty: $10.00 Trans No 93507560001

(A) **TORRENS TITLE** CP/SP96651

(B) **HEAD LEASE**

Number	Torrens Title

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	CKSD Lawyers DX 11326 Hurstville Tel: 95864501 Reference: CK - Open Space	DL

(D) **LESSOR** THE OWNERS - STRATA PLAN NO. 96651

(E) **LEASE SURRENDERED** W38680

(F) **LESSEE** ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

(G) In consideration of $ 1.00 , receipt of which is hereby acknowledged, the lessee surrenders all the lessee's estate
(H) and interest in the above lease so far as it affects the above torrens title

DATE

(I) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: THE OWNERS - STRATA PLAN NO. 96651
Authority: section 273 of the Strata Schemes Management Act 2015

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person:
Office held:

See annexed Form 23, Form 10 and Form 13

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385
Authority:

Signature of authorised person:

Name of authorised person: SEE ANNEXURE A FOR EXECUTION
Office held:

Signature of authorised person:

Name of authorised person:
Office held:

(J) **CONSENT**

I, the >>> >>> under ???
No. affecting the abovementioned surrendered lease hereby consent to this surrender of that lease.
Signature of ??? :

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1708

Req:R211151 /Doc:DL AN329459 /Rev:14-May-2018 /NSW LRS /Pgs:ALL /Prt:06-Nov-2019 10:23 /Seq:2 of 6
© Office of the Registrar-General /Src:INFOTRACK /Ref:56618

Annexure A to Surrender of Lease between The Owners – Strata Plan No. 96651 and Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

EXECUTION BY LESSEE:

Signed sealed and delivered for and on behalf of **Alpha Distribution Ministerial Holding Corporation 67 505 337 385** in the presence of:

.....

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

.....

Signature of Witness

ANGELO KRIKETOS

.....

Name of Agent in full

KEVIN PEK

.....

Name of Witness in full

52 Martin Place, Sydney NSW 2000

Req:R211151 /Doc:DL AN329459 /Rev:14-May-2018 /NSW LRS /Pgs:ALL /Prt:06-Nov-2019 10:23 /Seq:3 of 6
© Office of the Registrar-General /Src:INFOTRACK /Ref:56618

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 96651 was affixed on ^ 27/9/2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

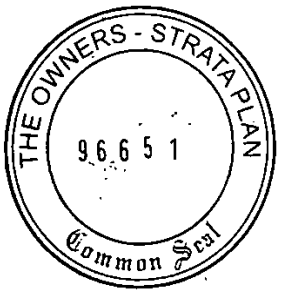
Signature: ..... Name: Joseph Alam Authority: Strata Manager

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

^ Insert appropriate date

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. This attestation is required when the seal of the owners corporation is affixed in accordance with section 273 *Strata Schemes Management Act 2015*
3. The person(s) attesting the affixing of the common seal must be:
   - the owner where only one owner constitutes the owners corporation
   - both owners where two owners constitute the owners corporation
   - two owners or members of the strata committee determined by the owners corporation where there are more than two owners
   - the secretary and any other member of the strata committee where no determination has been made and there are more than two owners, or
   - a strata managing agent engaged by the owners corporation.



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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 96651 was affixed on ^ 27/4/2018 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: Joseph Alam Authority: Strata Manger

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.

THE OWNERS - STRATA PLAN 96651 Common Seal

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Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^ 27/4/2018 , it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015.*

The seal of The Owners - Strata Plan No 96651 was affixed on ^ 27/4/2018 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: Joseph Mam Authority: Strata Manager

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

^ Insert appropriate date

THE OWNERS - STRATA PLAN 96651 Common Seal

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 its entirety as shown above.
2. This certificate is required to accompany a dealing or plan which requires a special resolution including, but not limited to:
    - Adding land to the common property by lease, sub-lease or transfer see section 25 *Strata Schemes Development Act 2015*
    - Surrendering a lease or sub-lease of common property see section 27 *Strata Schemes Development Act 2015*
    - Transferring or leasing part of the common property see section 33 *Strata Schemes Development Act 2015*
    - Creating or varying an affecting interest which burdens common property see section 34(1)(a) *Strata Schemes Development Act 2015*
    - Releasing or varying an affecting interest which benefits common property see section 34(1)(b) *Strata Schemes Development Act 2015*
    - Dedicating part of the common property as public road, public reserve or drainage reserve see section 35 *Strata Schemes Development Act 2015*

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FILM WITH

AN 329459

ANZ Fiduciary Services Pty Limited
ABN 91 100 709 493

Agency Services, Loans and Specialised Finance
242 Pitt Street, Sydney NSW 2000
Telephone 61 2 8937 8150
Facsimile 1300 853 269 (domestic)
Facsimile +613 8523 4543 (international)

20 February 2018

The Registrar General
NSW Department of Land and Property Information
1 Prince Albert Road
Queens Square
Sydney NSW 2000

Dear Registrar

Mortgagee's Consent

ANZ Fiduciary Services Pty Limited (ABN 91 100 709 493) **(Security Trustee)** as Mortgagee under registered Mortgage number (AK971502) consents to the removal of Lease registered number AK971351 **(Lease)**, being a lease of electricity network assets under the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*, over the land contained in Certificate of Title CP/SP96651 **(Title)** which is being removed as a result of the registration of a Surrender of Lease with the registered number W38680 in respect of the Titles **(Surrender of Lease)**.

The Security Trustee agrees to sign or do anything reasonably necessary to facilitate removal of the Lease from the Title or the registration of the Surrender of Lease from the Title.

Signature of Witness

KIT LIEW

Name of Witness

242 PITT STREET
SYDNEY NSW 2000

Address of Witness

Signed for and on behalf of **ANZ Fiduciary Services Pty Ltd ABN 91 100 709 493**

Signature of Attorney

ANTHONY HERDEN

Name of Attorney

Title: Manager Agency Services

Power of Attorney

Book 4711 No.227

Bayside Council
Serving Our Community

4 November 2019

Our Ref: Certificate No. 54897
Contact: Customer Service 1300 581 299

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

ISSUED TO:

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

		Fee:	53.00
Council:	Bayside	Receipt No:	4330762
County:	Cumberland	Receipt Date:	4 November 2019
Parish:	St George	Your Ref:	56618:28902

PROPERTY: 703/564 PRINCES HIGHWAY, ROCKDALE NSW 2216

Lot 62 SP 96651

FI-062 Assessment No: 84680

Date: 4 November 2019

For
Meredith Wallace
General Manager

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Notes: (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

1 Names of relevant planning instruments and DCPs

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

Rockdale Local Environmental Plan 2011

State Environmental Planning Policy No 19	Bushland in Urban Areas
State Environmental Planning Policy No 21	Caravan Parks
State Environmental Planning Policy No 33	Hazardous and Offensive Development
State Environmental Planning Policy No 50	Canal Estates Development
State Environmental Planning Policy No 55	Remediation of Land
State Environmental Planning Policy No 64	Advertising and Signage
State Environmental Planning Policy No 65	Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70	Affordable Housing (Revised Schemes)
State Environmental Planning Policy	(Affordable Rental Housing) 2009
State Environmental Planning Policy	(Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy	(Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy	(Exempt and Complying Development Codes) 2008
State Environmental Planning Policy	(Housing for Seniors and People with a Disability) 2004 (Only applies to land referred to in clause 4 (1) of the Policy and does not apply to land referred to in clause 4 (2) of the Policy)
State Environmental Planning Policy	(Infrastructure) 2007
State Environmental Planning Policy	(Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy	(Miscellaneous Consent Provisions) 2007
State Environmental Planning Policy	(State and Regional Development) 2011
State Environmental Planning Policy	(Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy	(Coastal Management) 2018
State Environmental Planning Policy	(Arncliffe and Banksia Precincts) 2018
State Environmental Planning Policy	(Primary Production and Rural Development) 2019

Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment (only applies to land within the Georges River Catchment, referred to in Clause 2 of the Plan, being, in the Bayside Council area, certain land within the suburbs of Dolls Point, Ramsgate, Sandringham and Sans Souci).

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

No Planning Proposal applies to the land.

- Draft State Environmental Planning Policy – Remediation of Land
- Draft Amendments to State Environmental Planning Policy (Three Ports) 2013

For more information or to determine whether these policies apply to your property, visit the Department of Planning and Environment website at www.planning.nsw.gov.au.

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

Rockdale Development Control Plan 2011

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2 Zoning and land use under relevant local environmental plans

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

2(a) the identity of the zone, whether by reference to a name or by reference to a number;
2(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent;
2(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent;
2(d) the purposes for which the instrument provides that development is prohibited within the zone;

The following zone or zones apply under the local environmental plan or deemed environmental planning instrument referred to in question 1 (1):

Zone B2 Local Centre

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To encourage residential development where it is complementary to and does not detract from the commercial focus of the Rockdale town centre.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations; Roads.

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Exhibition homes; Function centres; Group homes; Hostels; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities

(indoor); Registered clubs; Respite day care centres; Restricted premises; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Research stations; Residential accommodation; Rural industries; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies.

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

No development standards applies to the land that fixes minimum land dimensions for the erection of a dwelling house

Note: The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

2(f) whether the land includes or comprises critical habitat;

The land does not include or comprise critical habitat

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

The land is not in a conservation area.

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

There is no such item situated on the land.

2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

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

(a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP); or
(b) a Precinct Plan (within the meaning of the 2006 SEPP); or
(c) a proposed Precinct Plan that is or has been the subject of community

consultation or on public exhibition under the Act;

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

Not applicable.

3 Complying development

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

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

3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

Inland Code
Complying development **may** be carried out on the land under the above code.

Low Rise Medium Density Code
Complying development **may** be carried out on the land under the above code.

Rural Housing Code
Complying development **may** be carried out on the land under the above code.

Greenfield Housing Code
Complying development **may** be carried out on the land under the above code.

Commercial and Industrial (New Buildings and Additions) Code
Complying development **may** be carried out on the land under the above code.

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

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

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

Container Recycling Facilities Code
Complying development **may** be carried out on the land under the above code.

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

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

Fire Safety Code
Complying development **may** be carried out on the land under the above code.

Notes:
(1) If a reference is made to "part of the land", Complying Development **may** be carried out on the portion of the land not subject to such a restriction.
(2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

The land is not subject to annual charges.

5 Mine subsidence

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

The land is not so proclaimed.

6 Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the *Roads Act 1993*, or

The land **is not** affected by any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993.*

(b) Any environmental planning instrument, or

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

(c) Any resolution of the council

The land **is not** affected by any road widening or road realignment under any resolution of the Council.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(a) adopted by the council; or

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council;

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

Contaminated Land Policy

Former City of Rockdale Council adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the former City of Rockdale. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

7A Flood related development control information

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

The development of the land or part of the land for any such purpose is not subject to flood related development controls.

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

The development of the land or part of the land for any other purpose is not subject to flood related development controls.

Note:
(1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.
(2) Council is not in a position to identify whether the information provided under Clause 7A relates to a current or future hazard as defined in Planning Circular PS 14-003.

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

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

The land is not affected by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land

Rockdale Section 94A Development Contributions Plan 2008
Rockdale Section 94 Contributions Plan 2004

Note: If land is within the former Rockdale City local government area, the *Rockdale Section 94 Contributions Plan (Amendment No 4)* and *Rockdale Section 94 Contributions Plan 1998* will continue to apply to all development applications and applications for complying development certificates made prior to 1 June 2004.

9A Biodiversity certified land

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

The land is not biodiversity certified land.

10 Biobanking agreements

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

The land is not subject to any such agreement.

10A Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of *the Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

The land does not contain a set aside area.

11 Bush fire prone land

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

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

The land is not bush fire prone land.

12 Property vegetation plans

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

The land is not land to which a property vegetation plan applies.

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

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

The land is not subject to such an order.

14 Directions under Part 3A

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

The land is not subject to any such directions.

15 Site compatibility certificates and conditions for seniors housing

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

(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(i) the period for which the certificate is current; and

(ii) that a copy may be obtained from the head office of the Department of Planning; and

The land is not subject to any such certificate.

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

The land is not subject to any such statement.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate(schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(a) the period for which the certificate is valid; and
(b) that a copy may be obtained from the head office of the Department of Planning.

The land is not subject to any such certificate.

17 Site compatibility certificates and conditions for affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(a) the period for which the certificate is current; and
(b) that a copy may be obtained from the head office of the Department of Planning.

The land is not subject to any such certificate.

(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 37 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

The land is not subject to any such statement.

18 Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot;
(2) The date of any subdivision order that applies to the land; and
(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

The land is not so affected.

19 Site verification certificates

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

(a) the matter certified by the certificate; and
(Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007)
(b) the date on which the certificate ceases to be current (if any); and
(c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

The land is not subject to any such certificate.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

The land is not so listed.

21 Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

(2) A statement of:

(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with; and
(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

(3) In this clause:
***affected building notice* has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.**
***building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.**

Council is not aware of an issue of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

Section 59(2) Contaminated Land Management Act 1997

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

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

[End of information under section 10.7 (2)]

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Rockdale Local Environmental Plan 2011* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1300 581 299.

LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the $133 fee. The Council cannot issue advice under section 10.7 (5) separately.

A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.

B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.

C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.

D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)

E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land

F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development

G Restrictions of the use of groundwater contained within the Botany Sands Aquifer

H Other policies that may be applicable to the land

SEWERAGE SERVICE DIAGRAM

SSD 225049

MUNICIPALITY OF Rockdale SUBURB OF Rockdale SCALE: 1:500

Lot No. 1 House No. 564 STREET Princes Highway

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

	Manhole		Gully
Chr	Chamber	R	Reflux Valve
Lx	Lamphole		Inspection opening
	Boundary Trap	Vert	Vertical Pipe
	Inspection Shaft	IP	Induct Pipe
PR	Pit	MF	Mice Flap
G	Grease Interceptor	RP	Rodding Point
	Greywater Treatment System		Sloped Junction
TMS	Terminal Maint. Shaft		Vertical Junction
MS	Maintenance Shaft		On back Junction

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	Bid	Bidet
V	Vent Pipe	Shr	Shower
Tr.(L)	Trough laundry	DWM	Dishwashing machine
S	Sink (kitchen)	FW	Floor waste gully
WC	Water Closet	CWM	Clothes-washing machine
Bth.	Bath Waste	BS	Sink Bar
H	Basin	LS	Sink Laboratory
AAV	Air Admittance Valve		LP Reducer

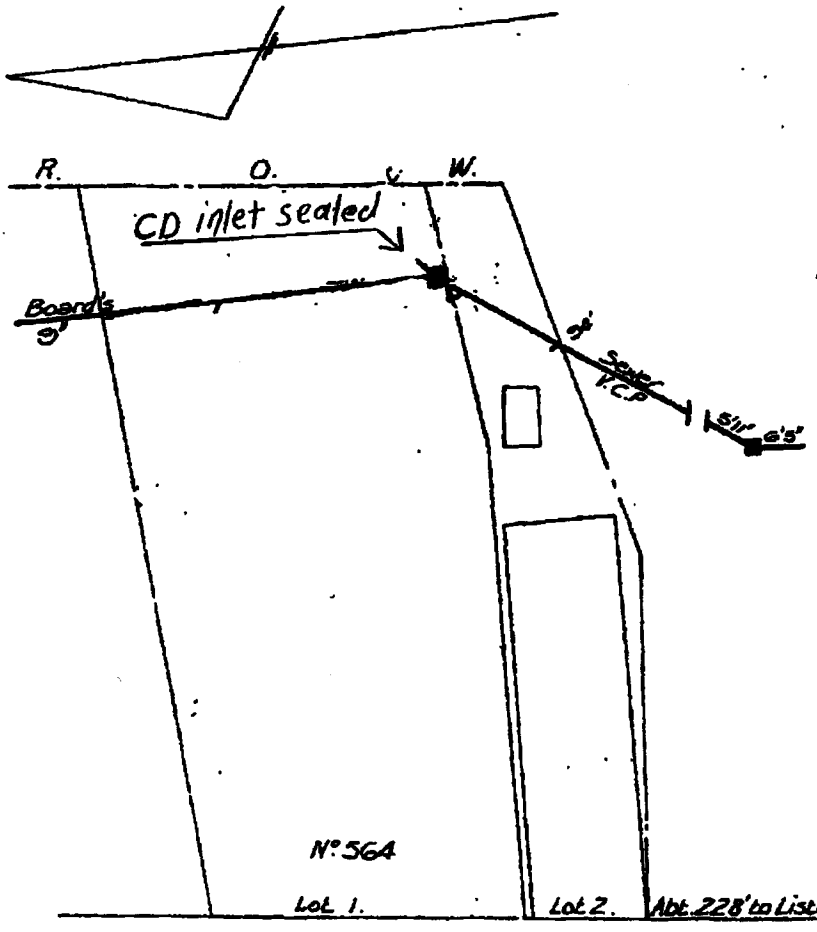
INDICATES - PLUMBING ON MORE THAN ONE LEVEL

SVP	Soil Vent Pipe	WS	Waste Stack

E	ELEC.
	Pump Unit
	Boundary Valve
PRV	Boundary Valve with PRV
	Alarm Control Panel
	LP Stop Valve
	LP Air Valve
	HSV Flow Monitor
	Vacuum Chamber
FP	Flushing Point

Licence No. 99695C
Permit/COC No. 486301
Signature
Date 15/7/13

Licence No.
Permit/COC No.
Signature
Date

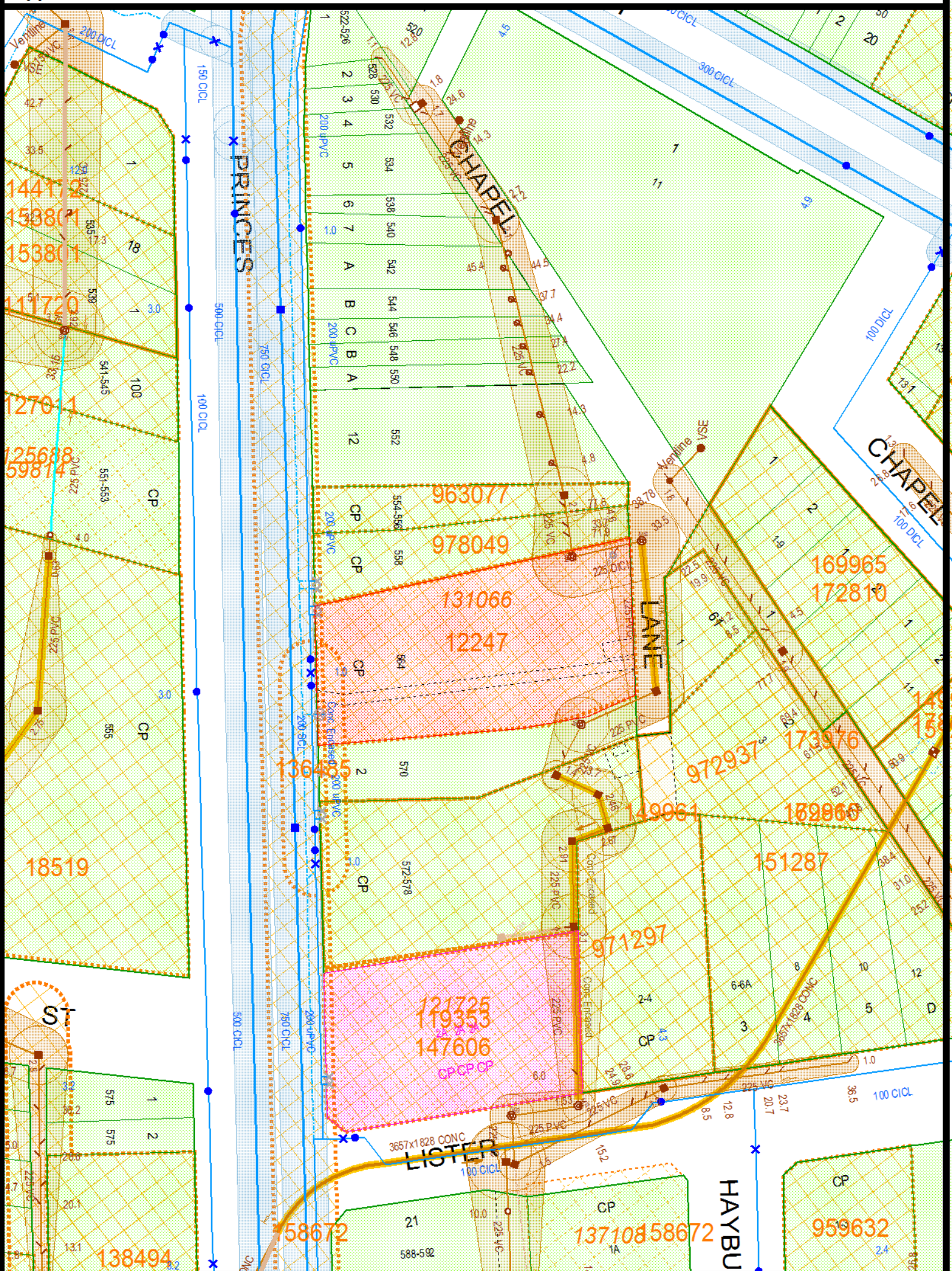


IMPORTANT NOTE

This diagram was supplied by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.

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. 10300508 Created on Nov 4, 2019 3:22:51 PM



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.

Interim Occupation Certificate C-12-060-1

Applicant

Name:	Open Space Pty Ltd			
Address:	Unit A/11-13 Short Street, Auburn NSW 2144			
	Phone no:	9739 8311	Fax no:	9737 8977
	Mobile:	0451 634 407	Email:	francis@apd.com.au

Owner

Name:	Gary Jeng & Francis Doan			
Address:	A/11-13 Short Street, Auburn NSW 2144			
	Phone no:	9739 8311	Fax no:	9737 8977
	Mobile:	0451 634 407	Email:	francis@apd.com.au

Property details

Address:	564 Princes Highway, Rockdale NSW 2216
lot, d.p, s.p, vol, fol:	Lot 11 DP 1074481

Description & value of development

Description of works:	Construction of 96 residential units and retail level. Interim OC – "Excluding Retail Tenancies"
Value of works:	$24,000,000.00

Building Code of Australia

BCA Classification:	2, 5 & 7a	BCA version applicable:	2012
Type of construction:	A	Date CC application received:	19 December 2012

Details of development consent

Development consent no:	DA-2012-293	Date of consent	12 July 2012	Consent authority :	Rockdale City Council
Development consent no:	DA-2012/293/A	Date of consent	12 February 2013	Consent Authority	Rockdale City Council
Development consent no:	DA-2012/293/B	Date of consent	23 October 2013	Consent Authority	Rockdale City Council
Development consent no:	DA-2012/293/C	Date of consent	11 November 2013	Consent Authority	Rockdale City Council
Development consent no:	DA-2012/293/D	Date of consent	5 January 2015	Consent Authority	Rockdale City Council
Development consent no:	DA-2012/293/E	Date of consent	14 June 2016	Consent Authority	Rockdale City Council

Interim Occupation Certificate C-12-060-1

Development consent no:	DA-2012/293/F	Date of consent	16 December 2017	Consent Authority	Rockdale City Council

Details of construction certificate

CC no:	C-12-060-1	Date issued:	29 January 2013	Certifier:	Tom Miskovich
CC no:	C-12-060-2	Date issued:	3 September 2013	Certifier:	Tom Miskovich
CC no:	C-12-060-3	Date issued:	12 February 2015	Certifier:	Tom Miskovich
CC no:	C-12-060-4	Date issued:	16 December 2015	Certifier:	Tom Miskovich
CC no:	C-12-060-5	Date issued:	30 January 2017	Certifier:	Tom Miskovich
CC no:	C-12-060-6	Date issued:	7 April 2017	Certifier:	Tom Miskovich

Interim occupation certificate

I, certify that:

- The health and safety of the occupants of the building have been taken into consideration
- A current development consent is in force for the building
- A current construction certificate has been issued with respect to the plans and specifications for the building
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia
- A fire safety certificate has been issued for the building
- A report from the commissioner of fire brigades has been considered

Certifying authority

Name:	Tom Miskovich
Accreditation no:	BPB 0270
Address:	PO Box 4339, THORNLEIGH NSW 2120
Phone no:	02 9484 6999
Project building surveyor for enquiries:	Tom Miskovich
Certificate:	*I certify that the work if completed in accordance with the documentation accompanying the application for the certificate (with such modifications verified by the certifying authority as may be shown on that documentation) will comply with the requirements of this regulation as referred to in Section 81A (5) of the Environmental Planning and Assessment Act 1979.*
Signature:	
Date of determination:	18 December 2017

Interim Occupation Certificate C-12-060-1

This certificate has been issued on the basis of third party certification received that can be found in the annexures as detailed below

Attachments

Certificate Application Details	Annexure 1
Other Supporting Documentation Clause 151 (2) (b) & (e) *Environmental Planning & Assessment Regulation 2000*	Annexure 2
Fire Safety Certificate Clause 156 (2) *Environmental Planning & Assessment Regulation 2000*	Annexure 3
Fire Safety Schedule Clause 155 (2) *Environmental Planning & Assessment Regulation 2000*	Annexure 4
Schedule of Critical Stage Inspections Clause 151 (2) (d) *Environmental Planning & Assessment Regulation 2000*	Annexure 5

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)

chase PROPERTY GROUP

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 12 /02 /18 **at** 13 Regent Street, Kogarah NSW 2217 **between**

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

Name/s Chad Edwards

A.B.N. (if applicable)

Contact Details C/- Chase Property Group Care of Agent ☑ Yes ☐ No

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

Hyuck Ju

~~0450 370 101~~ 0424 330 101. JH. DA

hju0919@gmail.com

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

Licensee Sumark Pty Ltd

Trading as Chase Property Group A.B.N. 94 068 629 943

Address 13 Regent Street

Kogarah, NSW Postcode 2217

Phone 02 8567 5455 Fax 02 8567 5466 Mobile Email info@chasepropertygroup.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 MONTHS ~~weeks~~/months/~~years~~

starting on 12 /02 /18 and ending on 11 /02 /19 [Cross out if not applicable]

RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address 703/564 Princes Highway

Suburb Rockdale State NSW Postcode 2216

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

1 BEDROOM APARTMENT WITH SECURITY CAR SPACE

DA JH.

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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 $520.00 per WEEK payable in advance starting on 12 /02 /18.

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: 032-158 Account number: 108739

Account name: Sumark Pty Ltd

Payment reference: PRI703564, or

(c) as follows: _____

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

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

A rental bond of $2080.00 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:	Eversparks Electrical	Telephone:	0411 305 327
Plumbing repairs:	Total Plumbing Services	Telephone:	0411 466 848
Other repairs:	Magic Glass	Telephone:	9319 2255
Accurate Locksmith	0418 375 100		

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.

JH.

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RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "**Residential premises**".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
   - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
   - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

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

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

RENT INCREASES

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

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

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

RENT REDUCTIONS

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

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

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

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10.5.1 are separately metered, or

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

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

11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

11.2 the landlord gives the tenant at least 21 days to pay the charges, and

11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

11.4 the residential premises have the following water efficiency measures:

11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,

11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

POSSESSION OF THE PREMISES

13. **The landlord agrees:**

13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**

14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**

15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

15.2 not to cause or permit a nuisance, and

15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

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

16. **The tenant agrees**:

16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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

17.1 to remove all the tenant's goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and

17.5 to make sure that all light fittings on the premises have working globes, and

17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. **The landlord agrees:**

18.1 to make sure that the residential premises are reasonably clean and fit to live in, and

18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

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

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

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19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

20. The landlord agrees:

20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

22. The landlord and tenant agree:

22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

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

LANDLORD'S ACCESS TO THE PREMISES

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

23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

23.2 if the Civil and Administrative Tribunal so orders,

23.3 if there is good reason for the landlord to believe the premises are abandoned,

23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

23.10 if the tenant agrees.

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

24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

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

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29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. **The tenant agrees:**

30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. **The landlord and tenant agree** that:

32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. **The landlord agrees:**

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

34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.

39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

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

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

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

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

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

~~40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

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LOOSE-FILL ASBESTOS INSULATION

40B. The Landlord agrees:

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

(a) both the landlord and tenant agree to the terms, and

(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.]

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

ADDITIONAL TERM - BREAK FEE

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

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

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

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

~~$.~~

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

PA SH

~~**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.~~

PA SH

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:

45. **The tenant agrees to:**

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

45.2. repair any damage caused by animals kept on the residential premises;

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

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

(a) any animals kept by the tenant on the residential premises; and

(b) any animals moving, or being moved by someone, across the residential premises and any common areas.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

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

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

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

47.1. to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

47.2. to put nothing down any sink, toilet or drain likely to cause obstruction or damage;

47.3. to wrap up and place garbage in a suitable container;

47.4. to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;

47.5. to take special care of the items let with the residential premises including any furniture, furnishings and appliances;

47.6. to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;

47.7. to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

47.8. to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

47.9. to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;

47.10. not to remove, alter or damage any water efficiency measure installed in the residential premises;

47.11. not to store rubbish or unregistered vehicles on the residential premises, and not to store any items in the garage, storage cage, open car space or any other storage facility on the residential premises and storage of any items on the residential premises is at the tenant's own risk; and

47.12. to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

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ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

48. The tenant agrees:

48.1. to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

48.2. the availability of telephone or fax lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises

ADDITIONAL TERM - RENT AND RENTAL BOND

49. The tenant agrees:

49.1 to pay the rent on or before the day which the term of this agreement begins; and

49.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord

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

ADDITIONAL TERM - OCCUPANTS

51. The tenant agrees:

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

51.2. to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

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

53. The tenant agrees:

53.1. upon termination of this agreement, to:

(a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act* 2010 ;

(b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and

(c) comply with its obligations in clause 17 of this agreement; and

53.2. that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

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

54.1. an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement;

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

(a) the tenant must:

(i) reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and

(ii) pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first),

and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act* 2010;

(b) the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and

(c) the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and

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

55. The landlord and the tenant agree that:

55.1. any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement;

55.2. the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy; and

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

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Note: If the tenant breaches this agreement the landlord should refer to section 187(2) of the *Residential Tenancies Act* 2010.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

56. The tenant agrees:

56.1. to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

56.2. where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law; and

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56.3. where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time.

ADDITIONAL TERM - SWIMMING POOLS

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

~~57. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

~~57.1. to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~

~~57.2. to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~

~~57.3. to keep the water level above the filter inlet at all times;~~

~~57.4. to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~

~~57.5. not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~

~~57.6. to ensure that the pool safety gate or access door is self closing at all times.~~

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

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

58.1. the rent will be increased to

$ _____ per _____

_____ on / / ; and

to $ _____ per _____

_____ on / / ; or

58.2. the rent increase can be calculated by the following method (set out details):

_____

_____

_____

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

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

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

59.1. the rent will be increased to

$ _____ per _____

_____ on / / ; and

to $ _____ per _____

_____ on / / ; or

59.2. the rent increase can be calculated by the following method (set out details):

_____

_____

_____

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

Note: The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

60. For avoidance of doubt:

60.1. a condition report which accompanies this agreement, forms part of this agreement;

60.2. a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

60.3. if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

61. The tenant agrees:

61.1. to reimburse the landlord, within 30 days of being requested to do so, for:

(a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

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(b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and

(c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

61.2. to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 38 of this agreement;

61.3. to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food; and

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

(a) any windows in the residential premises that do not have any locks or other window safety devices; or

(b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

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

ADDITIONAL TERM - TENANCY DATABASES

62. **The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act* 2010.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is not garage, storage cage, open car space or other storage facility on the residential premises]

63. **The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

64. **The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

65. Where the tenant has been provided with the requisite notice pursuant to clause 23.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

66. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 23.

ADDITIONAL TERM - PRIVACY POLICY

67. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

(a) identify and verify the tenant's identity;
(b) process and assess any application received in relation to the lease of the residential premises;
(c) assess the tenant's ability to meet their financial and other obligations under this agreement;
(d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
(e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
(f) comply with any applicable law;
(g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
(h) negotiate the lease for the residential premises;
(i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
(j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed)

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the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

ADDITIONAL TERM - ADDITIONAL TERMS AND CONDITIONS

68. **The landlord and tenant acknowledge** that:

68.1 the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement; and

68.2 the additional terms and conditions may be included in this agreement only if:

(a) they do not contravene the *Residential Tenancies Act* 2010 (NSW), the *Residential Tenancies Regulation* 2010 (NSW) or any other Act; and

(b) they are not inconsistent with the standard terms and conditions of this agreement.

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

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ANNEXURE "A"

31. Rooms are to be aired sufficiently by opening windows so that mildew does not occur.

32. No holes or hooks to be drilled upon the walls without written consent by the landlord or agent.

33. The Tenant agrees that smoking is not permitted in the premises at any time, should the tenant smoke within the premises then they will be liable for any nicotine damage that has occurred to the property

34. The Tenant is responsible for the replacement battery of the smoke alarm during the period of their tenancy. The tenant must not disconnect the smoke alarm at any time.

35. The lessee agrees with the lessor that no animals: cats, dogs, birds, etc shall be allowed in or about the subject premises.

36. All telephone connection charges including installation of the telephone line is to be paid by the tenant.

37. A fee of $30.00 shall be charged for any dishonoured cheques, and no further cheques will be accepted under any circumstances.

38. Vehicles only to be parked in car spaces, no items to be stored.

39. Additional Locks
Should you wish to install extra security (unit door deadlock, window locks, balcony deadbolts, garage deadbolts etc) you should obtain permission in writing from our office and it must be at your own expense.
Any extra locks that are installed you are required to give our office a copy of these keys.
Failure to give our office a copy of a key for any locks that you have either changed or installed, may delay access to the property in the event of an emergency. Therefore you will be liable for any damages caused by the delay of access and any locksmith charges.
Any additional locks installed during the tenancy are not permitted to be removed at the end of the tenancy.

40. Tenant Portal Username: JU
Please login onto our website www.chasepropertygroup.com.au and enter your username and we will email your password to you.

MANAGING AGENT
CHASE PROPERTY GROUP

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).

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NOTES.

1. **Definitions**

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989.*

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. **Continuation of tenancy (if fixed term agreement)**

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act* 2010 (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. **Ending a fixed term agreement**

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. **Ending a periodic agreement**

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. **Other grounds for ending agreement**

The *Residential Tenancies Act* 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. **Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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RESIDENTIAL TENANCY AGREEMENT

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

SIGNED BY THE LANDLORD

in the presence of: Peter Adonopulos
(Name of witness)

(Signature of witness)

(For and/or behalf of landlord)

(Signature of landlord)

SIGNED BY THE TENANT

in the presence of: Peter Adonopulos
(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

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New tenant checklist

What you must know before you sign a lease

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

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

If applicable, you should also receive:

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

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

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

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

The lease

- ☐ I have read the lease and asked questions if there were things I did not understand.
- ☐ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☐ I know that I must be offered at least **one** way to pay the rent that does not involve paying a fee to a third party.
- ☐ I know that any additional terms to the lease must be negotiated before I sign.
- ☐ I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, paint a room, clean up the backyard, etc.):

- ☐ I have made sure these have already been done

or

- ☐ I have an undertaking in writing (before signing the lease) that they will be done.

Upfront costs

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

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

I am **not** being charged for:

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

Managing your bond online

Your landlord or agent **must** give you the option to use Rental Bonds Online (RBO) to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading.

Swimming and spa pools

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

Property containing loose-fill asbestos insulation

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

What tenants must be told

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

- if the property:
  - has been affected by flooding or bushfire in the previous 5 years
  - has significant health or safety risks (unless they are obvious when you inspect the property)
  - has been the scene of a violent crime in the previous 5 years
  - is affected by zoning or laws that will not allow you to obtain a parking permit and only paid parking is available in the area
  - is provided with council waste services on a different basis to other premises in the area
  - is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

After you move in

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

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

Top tips for problem-free renting

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

- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/ emails you send or receive in a safe place where you can easily find it later.

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

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.

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

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REAL ESTATE INSTITUTE OF NEW SOUTH WALES

Email Service of Notices and Documents Consent Form

chase PROPERTY GROUP

Note: Use this form where consent is required for confirmation of email service of notices and documents where there is no record of confirmation of email service and a list of notices and documents which email service applies to the party noted on a tenancy agreement or any other documentation retained by the property agent.

Date _____

I/We _____

consent to all notices and documentation relevant to the proposed sale, purchase, management or letting (as applicable) of

_____

Postcode 2216 **("Premises")**

being served electronically via email _____

Where the Premises are subject to a tenancy agreement, I/we consent to the service of notices and documents required to be given or served in respect of or under the tenancy agreement for the Premises including but is not limited to termination notices, notice of intention to sell the Premises, notice of access/inspection/entry and a notice of rent increase.

I/We _____

acknowledge that by providing an email address and signing this form, I/we consent to

Sumark Pty Ltd

updating my/our details of the method of communication for the purposes of email service of notices and other documents on all relevant documents.

Signatures of the consenting party/s:

_____ Date: _____ _____ Date: _____

Please return this form signed to:

Agent	Sumark Pty Ltd		
Trading as	Chase Property Group		
Address	13 Regent Street		
	Kogarah, NSW		Postcode 2217
Phone	02 8567 5455	Fax 02 8567 5466	Email info@chasepropertygroup.com.au

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Breaking a lease early

Information for tenants

When you sign a fixed term tenancy agreement (lease) you are committing to stay for the full term. If your circumstances change and you want to move out before the end of the fixed term there are potential costs involved. There are some circumstances where a fixed term agreement can be terminated early without penalty. Refer to the section 'Breaking the agreement without penalty' below.

Costs you may have to pay

Breaking your tenancy agreement during the fixed term can be costly. You may have to pay:

- rent until a new tenant takes over or the fixed term period ends, whichever occurs first, and
- a percentage of the advertising costs and the agent's reletting fee (if the landlord uses an agent). For example, if you break the lease 9 months into a 12-month tenancy there is 25% of the lease remaining, so you would expect to pay 25% of these amounts.

If you need to end your agreement early you should give as much notice as you can. The landlord or agent must take all reasonable steps to find a replacement tenant as soon as possible. The more you can do to help, the less you may have to pay. You should make it as easy as possible for the landlord or agent to show the premises to potential new tenants.

If you are concerned that it is taking a long time to find a new tenant, you can check that the landlord or agent is trying to relet the property. Check the agent's website and their list of available rental properties.

The landlord and agent must try to keep your costs to a minimum. For example, if they do anything to make it harder to find a new tenant (such as asking for a higher rent or unreasonably rejecting potential tenants) you may not have to pay the full amount they are asking.

Once the new tenant is found the landlord or agent will request payment for the amount you owe. If you don't pay or if you disagree with the amount, the landlord or agent will usually claim from your bond or apply to the NSW Civil and Administrative Tribunal. Be aware that if you owe more money than the bond your name could be listed on a tenancy database. Such listings can make it difficult to rent again anywhere in Australia.

Optional break fee

You and the landlord can agree to include a break fee clause in the additional terms of your tenancy agreement. The break fee is a penalty you agree to pay if you move out before the end of the fixed term.

If the fixed term of the agreement is for 3 years or less the break fee is:

- 6 weeks rent if you move out in the first half of the fixed term
- 4 weeks rent if you move out in the second half of the fixed term.

If the fixed term is for more than 3 years and you and the landlord agree to include a break fee clause, you can agree on the amount and write it into the agreement.

Where there is a break fee in your agreement that is all you have to pay if you move out early. However, if the landlord or agent find a new tenant quickly it does not mean that you will get any of the break fee back. It is a fixed fee.

Breach by the landlord

If your landlord is not complying with the terms of your tenancy agreement you may be able to end your lease early without penalty, for example, if the landlord is failing to keep the premises in reasonable repair.

If you think the breach is serious enough to justify ending the tenancy, you can give 14 days written termination