

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>151558478</b>	<b>NSW DAN:</b>
vendor's agent	Upstate Real Estate		Phone: 0408177207
			Fax:
co-agent			Ref: Peter Mosedale
vendor	Richard Thomas Hayman, Lauren Elizabeth Hayman 5 Merridong Road Elanora Heights NSW 2101		
vendor's solicitor	Lawmark Solicitors & Notaries Suite 2310, Q2 4 Daydream St WARRIEWOOD NSW 2102	Phone: 02 9979 7321	Fax:
		Ref: 4378	
date for completion	42 days after the contract date (clause 15)	Email: sue@lawmark.com.au	
land (address, plan details and title reference)	12/62-64 Lynwood Avenue Cromer NSW 2099  12/SP71130		
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

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

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4): PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

(if no, vendor must provide further details, including any application exception, in the space below):

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

**Land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW* payment  
(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 at least 7 days before the date for completion

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact 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):

## List of Documents

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

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

Mason & Brophy, Locked Bag 22 Haymarket NSW 1240  
 Phone: 8978 3000



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## Section 66W Certificate

I, of , certify as follows:

1. I am a ☐ solicitor OR licensed Conveyancer ☒.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 12/62-64 Lynwood Avenue, Cromer, from Richard Thomas Hayman and Lauren Elizabeth Hayman to in order that there is no cooling off period in relation to that contract.
3. I do not act for Richard Thomas Hayman and Lauren Elizabeth Hayman and am not employed in the legal practice of a solicitor acting for Richard Thomas Hayman and Lauren Elizabeth Hayman nor am I a member or employee of a firm of which a solicitor acting for Richard Thomas Hayman and Lauren Elizabeth Hayman is a member or employee.
4. I have explained to :
  - (a) the effect of the contract for the purchase of that property;
  - (b) the nature of this certificate; and
  - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

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

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

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



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

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

### **DISPUTES**

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

### **AUCTIONS**

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



## WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.



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

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

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

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



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

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.



- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and *populate* an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.



- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.
- 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;
    - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
    - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
    - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
  - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
  - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
  - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.



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

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the property is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the property.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the property will not be used and represents that the purchaser does not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the property (or any part of the property).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the property which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the property to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 business days after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 business days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.



**14 Adjustments**

- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The parties must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the parties must on completion adjust the reduced amount.
- 14.4 The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The parties must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion****• Vendor**

- 16.1 Normally, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

**17 Possession**

- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).



**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*; any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.



- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 **Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.



**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can *rescind* under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can *rescind within 7 days* after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a party who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can *rescind within 7 days* after either party serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either party serving notice of the event happening;
  - every party who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.



- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

12/62-64 LYNWOOD AVE CROMER 2099



## **Special conditions**

**These are the special conditions to the contract for the sale of land**

**BETWEEN**

**Richard Thomas Hayman and Lauren Elizabeth Hayman**

(Vendor)

And

(Purchaser)

**1. Notwithstanding any other provision in the Contract to the contrary:-**

- 1.1** Clause 7.1.1 replace '5%' with '1%'.
- 1.2** Clause 8.1 was amended by deleting the words 'on reasonable grounds'.
- 1.3** Clause 23.5.2, 23.6.1 and 23.9 are deleted

**2. Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

**3. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**4. Purchaser acknowledgements**

The purchaser acknowledges they carried out their own inspections and made their own enquiries on the property and are not relying upon any information, statement or representation made by the Vendor, Vendor's agent or a

representative of the Vendor other than as disclosed in the contract. The purchases acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

#### **5. Late completion**

The Purchaser acknowledges that in the event that this Contract for Sale shall not be completed within the time specified for completion herein, then the Purchaser shall in addition to the purchase price and any other monies payable in accordance with the terms of the agreement, pay to the Vendor interest calculated at the rate of 8% per annum on so much of the balance of the purchase price as shall remain outstanding. Such interest shall be paid up to and including the date of completion and shall be calculated from the day upon which completion should have been effected. The Purchaser acknowledges that the interest rate stated above represents a reasonable assessment of the damages which would be suffered by the Vendor in the event of the Purchaser's failure to complete on time. Any interest payable pursuant to this clause shall be paid upon completion and the payment of interest shall be an essential term of this agreement. This clause shall not apply in the event of any delay in settlement being due to the fault of the Vendor.

#### **6. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and



against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

## 7. Smoke alarms

The property has smoke alarms installed.

## 8. Swimming pool

The property does not have a swimming pool.

## 9. Deposit

Notwithstanding anything to the contrary contained elsewhere within this Contract, if the Vendors agree to accept payment of the deposit by instalments the deposit will be payable as follows:-

- (a) as to the sum of \$ \_\_\_\_\_ on the date of this contract/prior to the expiry of the Cooling off Period;
- (b) as to the balance of \$ \_\_\_\_\_ on the earlier of the two dates being the date of completion or the date upon which the Vendors issue a Notice of Termination of Contract as a result of any breach of the terms and conditions of the Contract by the Purchasers.
- (c) the Purchaser agrees that the amount referred to in (b) shall not be construed in any way as a penalty.
- (d) any interest earned on the deposit is paid to the Vendors.

If the Purchaser fails to pay the sum on demand by the Vendor, the Vendor may recover the balance of deposit from the Purchaser as a debt. This clause shall not merge on completion.

## 10. Requisitions on Title

- (a) Annexed hereto are Requisitions on Title:

- (b) Notwithstanding the provision of Clause 5 of this Contract, the Vendor shall not be required or obliged to answer any other Requisitions on Title other than the requisitions referred to herein and the Purchaser agrees not to forward any other form of Requisitions on Title or make any further requisitions (unless such further requisitions arise from the answers given by the Vendor to the requisitions referred to herein).

## **11. Disclosure of special levy**

The vendor discloses to the purchaser a special levy was determined on 20 November 2024 and the first instalment is payable by 1 January 2025. The vendor will pay the first instalment of the special levy payable under levy notice issued on 22 November 2024, and any accrued interest thereon, on completion from the proceeds of sale. The purchaser acknowledges they are aware of the special levy and the remedial work to be carried out and acknowledge there will be future responsibility either through a loan or special levy for the remedial work. The purchaser warrants to the vendor that the purchaser has entered into this contract with full knowledge and understanding of the special levy and/or strata loan and remedial work and accepts they will be responsible for any special levies or strata loan contributions payable after the completion date. The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision. This provision overrides all the purchasers rights under clause 23 relating to non regular periodic contributions and special expenses.



FOLIO: 12/SP71130

SEARCH DATE	TIME	EDITION NO	DATE
11/12/2024	10:46 AM	8	9/4/2021

LAND

LOT 12 IN STRATA PLAN 71130  
AT CROMER  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

RICHARD THOMAS HAYMAN  
LAUREN ELIZABETH HAYMAN  
AS JOINT TENANTS

(CN AQ942340)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP71130
- 2 AQ942339 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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





FOLIO: CP/SP71130

SEARCH DATE	TIME	EDITION NO	DATE
11/12/2024	10:46 AM	10	15/7/2024

## LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 71130  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CROMER  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP71130

## FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 71130  
ADDRESS FOR SERVICE OF DOCUMENTS:  
62-64 LYNWOOD AVENUE  
CROMER 2099

## SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 H945419 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 DP647375 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 SP71130 RESTRICTION(S) ON THE USE OF LAND
- 5 SP71130 POSITIVE COVENANT
- 6 AR435697 INITIAL PERIOD EXPIRED
- 7 AU238724 CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

## STRATA PLAN 71130

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 32	2	- 31	3	- 31	4	- 39
5	- 39	6	- 40	7	- 40	8	- 39
9	- 30	10	- 31	11	- 31	12	- 40
13	- 31	14	- 39	15	- 33	16	- 32
17	- 32	18	- 40	19	- 40	20	- 41
21	- 41	22	- 40	23	- 31	24	- 32
25	- 32	26	- 41	27	- 32	28	- 40

END OF PAGE 1 - CONTINUED OVER



FOLIO: CP/SP71130

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

4378...

PRINTED ON 11/12/2024

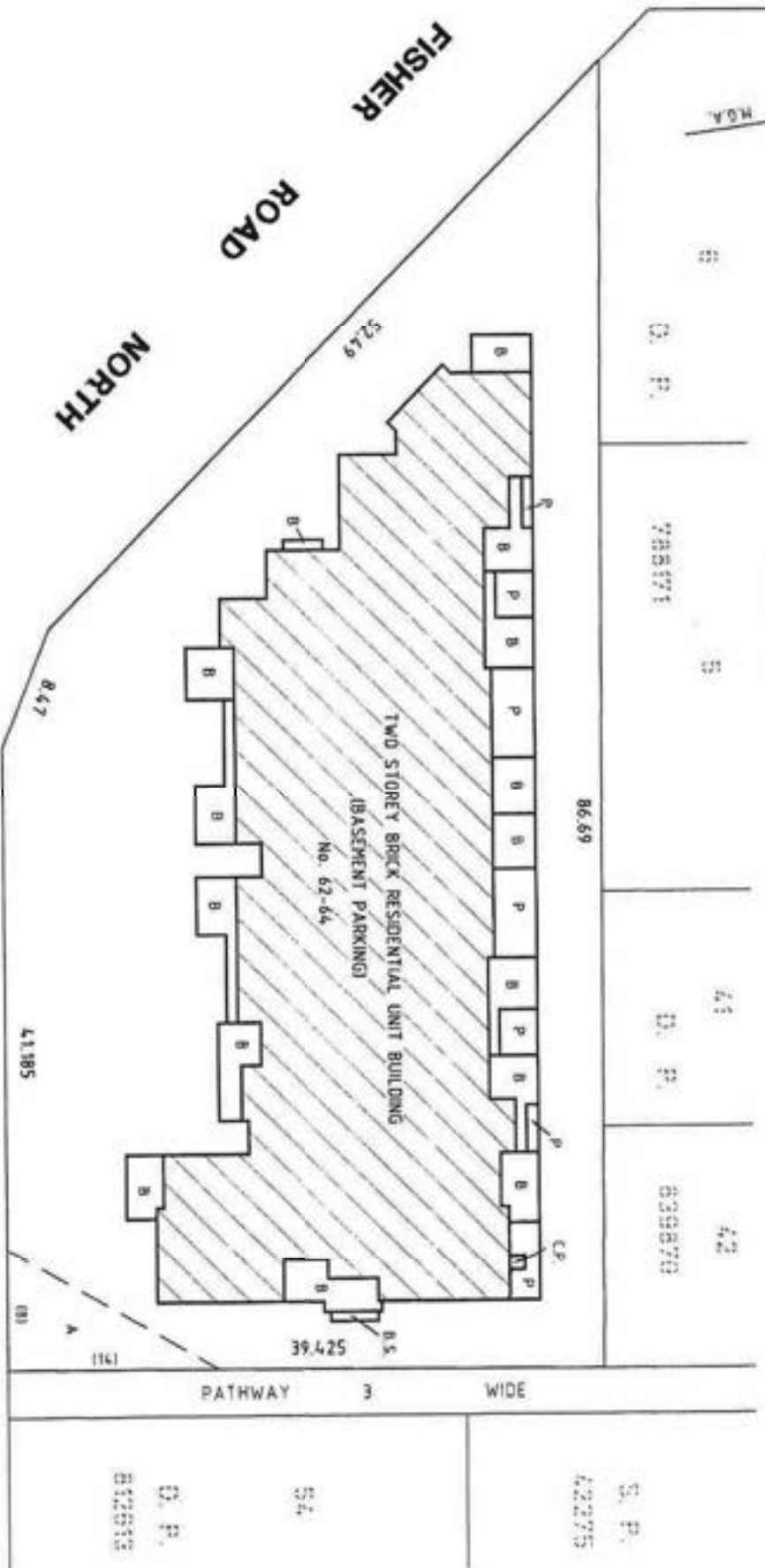
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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



**LOCATION PLAN**

No. 62-64, LYNWOOD AVENUE,  
CROHER 2099

**SP71130**



- P PLANTER
- B BALCONY
- B.S. BALCONY & STAIRS

**LYNWOOD**

**AVENUE**

A EASEMENT TO DRAIN WATER VARIABLE WIDTH (GP 4473751)

Reduction Ratio 1: 300

Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Supervisor's Reference: 6007/02

SUPERVISOR'S REFERENCE: 6007/02

2010.04

SP71130

BASEMENT  
CAR PARKING



AREAS ARE APPROXIMATE ONLY AND  
ARE SHOWN FOR THE PURPOSES OF THE  
STRATA SCHEMES (FRETHOLD DEVELOPMENT)  
ACT 1973, ONLY.

C.P. COMMON PROPERTY  
V VISITOR CARPARK (COMMON PROPERTY)

Reduction Ratio 3: 200

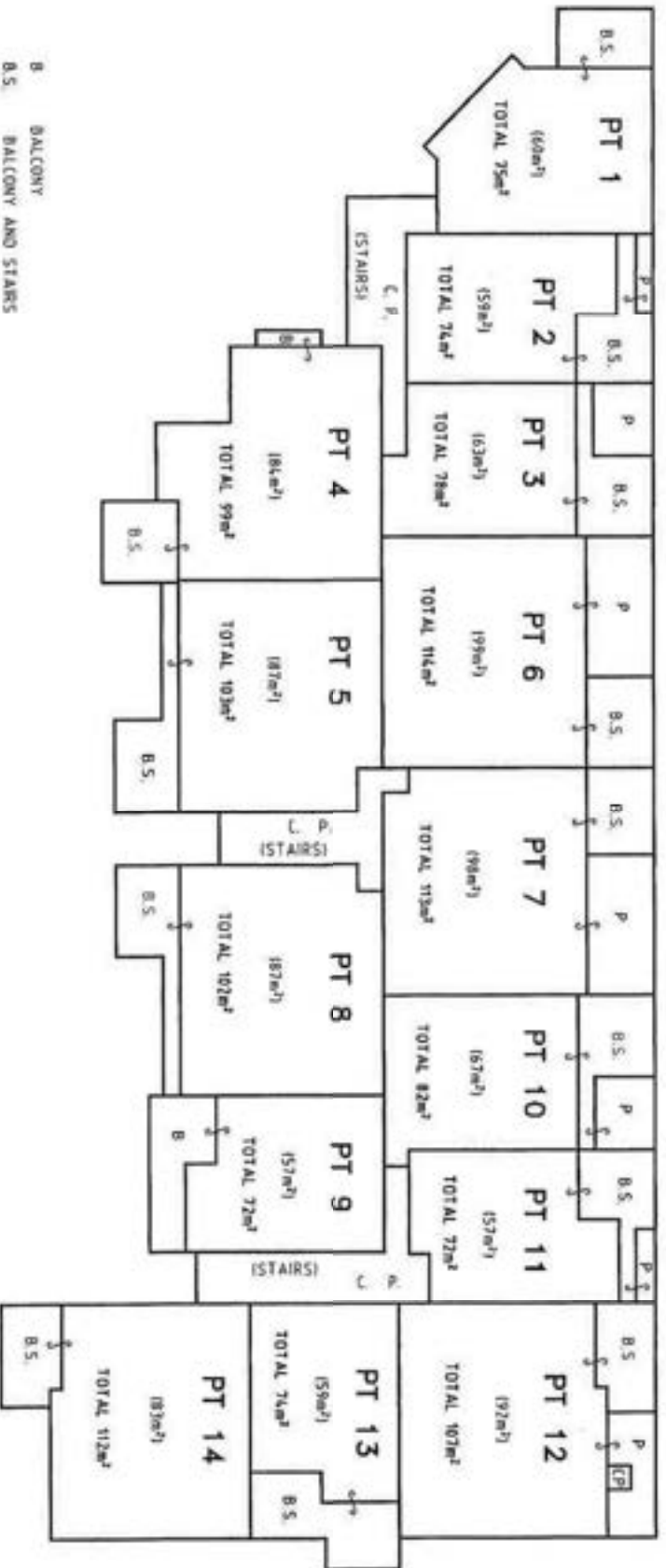
Lengths are in metres

Registered Surveyor

Surveyor's Reference: 6007/02

## GROUND FLOOR

SP71130



B BALCONY  
 B.S. BALCONY AND STAIRS  
 P PLANTER  
 C.P. COMMON PROPERTY

THE STRATUM OF THE BALCONIES, BALCONIES & STAIRS AND PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREETHOLD DEVELOPMENT) ACT 1973, ONLY.

Reduction Ratio 1: 200

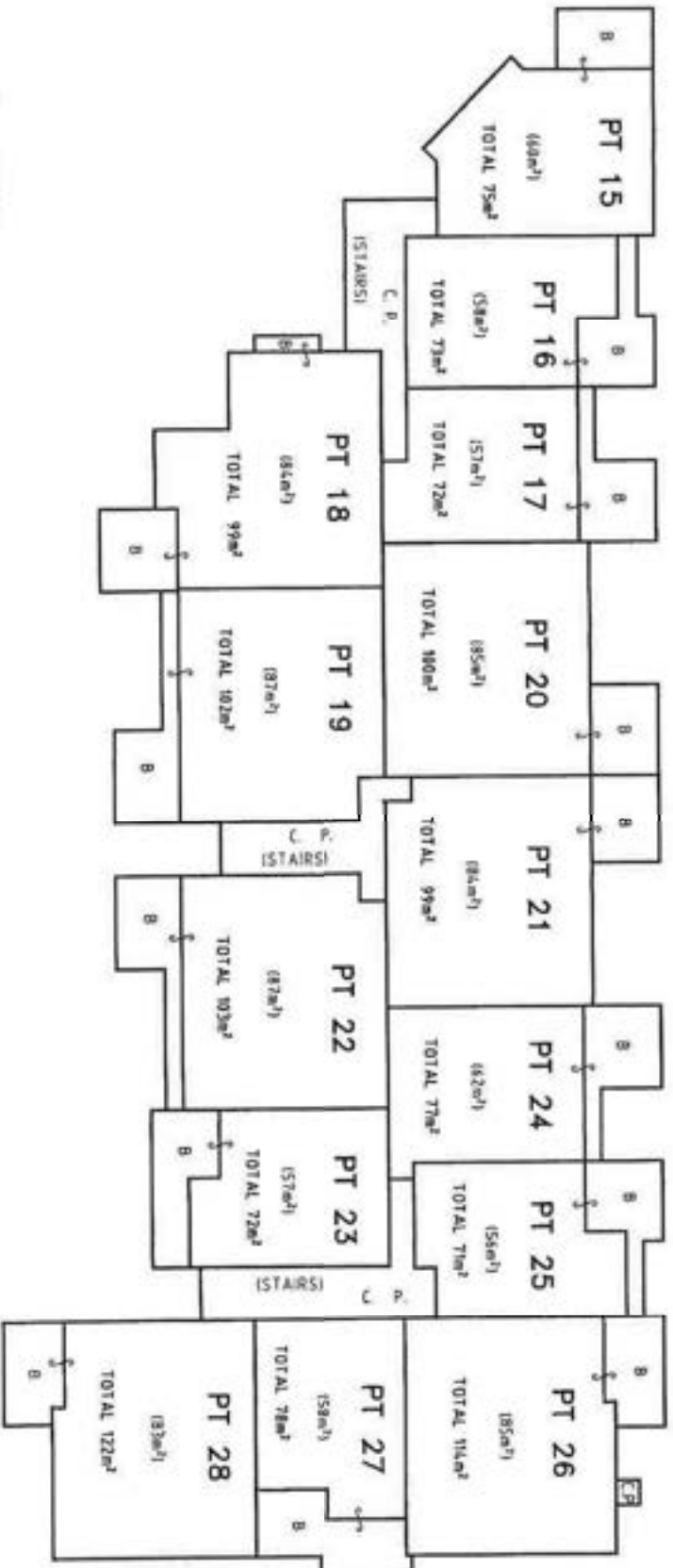
Lengths are in metres

Registered Surveyor

Surveyor's Reference: 6007/02

SP71130

## FIRST FLOOR



B BALCONY  
C.P. COMMON PROPERTY

THE STRATH OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (PRELIMINARY DEVELOPMENT) ACT 1973, ONLY.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

SURVEYOR'S REFERENCE: 6007/02

Surveyor's Signature/Registered Officer

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT)  
ACT, 1973

(Sheet 1 of 5 sheets)

**SP71130**

Subdivision  
of Lot 12 in DP **1058441**  
covered by  
Strata Certificate No **SC255**

Full name and address of  
Proprietor of the land

Atiglow Pty Limited  
59 Wyena Road  
Pendle Hill NSW 2145  
ACN 0782 79286

PART 1

SCHEDULE OF LOT(S), ETC. AFFECTED


- |    |   |                    |
|----|---|--------------------|
| 1. | <u>Identity of Restriction firstly<br/>referred to in abovementioned plan</u> | Restriction on Use |
|----|---|--------------------|

SCHEDULE OF LOT(S), ETC. AFFECTED

- |    |  |                            |
|----|--|----------------------------|
|    | <u>Lots Burdened</u>   | <u>Authority Benefited</u> |
|    | Common Property  | Warringah Council          |
| 2. | <u>Identity of Positive Covenant secondly<br/>referred to in abovementioned plan</u> | Positive Covenant          |

SCHEDULE OF LOT(S), ETC. AFFECTED

- |  |                      |                            |
|--|----------------------|----------------------------|
|  | <u>Lots Burdened</u> | <u>Authority Benefited</u> |
|  | Common Property      | Warringah Council          |

  
**Gordon Wren**  
Accredited Certifier - Strata  
Accreditation No: PSQA 003

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT)  
ACT, 1973

(Sheet 2 of 5 sheets)

Plan:

Subdivision of Lot 12  
DP/05844 covered by  
Strata Certificate  
No 50255 of 26-08-03

**SP71130**

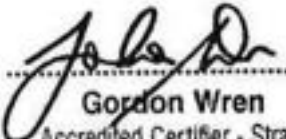
PART 2

TERMS OF RESTRICTION ON THE USE OF THE LAND FIRSTLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN

The registered proprietor covenant with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which by expression includes all ancillary gutter, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by Council No 2001/1727 DA (hereinafter called "the system")

The registered proprietors covenant with the Warringah Council (Council) that they will not:

1. Do any act, matter or thing which would prevent the structure and works from operating in a efficient manner
2. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
3. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

  
Gordon Wren  
Accredited Certifier - Strata  
Accreditation No: PSOA 003



INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT)  
ACT, 1973

(Sheet 3 of 5 sheets)

Plan:

Subdivision of Lot 12  
DP/05844/ covered by  
Strata Certificate  
No SC 255 of 26-08-03

**SP71130**

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter "A" (or alternatively as detailed on the plans approved by Council No:2001/1727DA) including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919

TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN

The registered proprietors covenant with the Warringah Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

1. The registered proprietors will:

- i) keep the structure and works clean and free from silt, rubbish and debris
- ii) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner

2. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

  
Gordon Wren  
Accredited Certifier - Strata  
Accreditation No: PSOA 003


INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT)  
ACT, 1973

(Sheet 4 of 5 sheets)

**SP71130**

Subdivision of Lot 12  
DP/05844 covered by  
Strata Certificate  
No SC 255 of 26-08-03

3. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F (2) (a) of the Act is hereby agreed to be amended accordingly.
4. Pursuant to Section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 3 hereof
  - ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
    - a) Any expense reasonably incurred by it in exercising its power under sub-paragraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
    - b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
5. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

  
**Gordon Wren**  
Accredited Certifier - Strata  
Accreditation No: PSQA 003

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT)  
ACT, 1973

(Sheet 5 of 5 sheets)

SP71130

Subdivision of Lot 12  
DP/058441 covered by  
Strata Certificate  
No SC 255 of 26-08-03

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter "A" (or alternatively as detailed on the plans approved by Council No: 2001/1727DA) including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919

Executed for and on behalf  
of the Company by  
authority of the directors in  
the presence of:



Atiglow Pty Ltd  
078 279 286


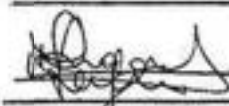
  
Director

  
Secretary or Director

SIGNED SEALED AND DELIVERED  
for and on behalf of ARAB BANK  
AUSTRALIA LIMITED by  
*(His Excellency, Panna S. ...)*  
its duly constituted Attorneys who are  
personally known to me:

ARAB BANK AUSTRALIA LTD  
BY ITS ATTORNEY who hereby  
states he has no notice of  
revocation of the Power of  
Attorney registered in the office of  
the Registrar General No. 455  
Book 4126 under the authority of  
which he has executed this  
instrument.

  
WITNESS:   
KROIAN LUE.

REGISTERED  15-9-2003

  
Gordon Wren  
Accredited Certifier - Strata  
Accreditation No: PSOA 003

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 13a. No. **H 945419** PH 3:0 n

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1901)

I, **CUTHBERT COLIN DOUGLAS BRAMMALL** of  
Des Why West, Journalist

Fee:— 2 2 2  
Lodgment 1 1  
Endowment 1 1  
Certificate 1 1



4/10  
7/1/6

(Transferee must not be directed to the transfer.)

Typing or handwriting in the instructions should not extend to any margin. Handwriting should be clear and legible and in permanent black non-bleeding ink.

(herein called transferor)

a If a line exists, strike out "in fee simple" and interline the required alteration.

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **ONE THOUSAND SIX HUNDRED AND FIFTY POUNDS---**

(£1650.0.0) (the receipt whereof is hereby acknowledged) paid to me by

**BRUNO SCALERCIO**

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the person taking, and if more than one, whether they hold as joint tenants or tenants in common.

**BRUNO SCALERCIO of 27 Old Pittwater Road, Brookvale**

**Shoemaker**

(herein called transferee)

c The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot nos. 10, 11, 12 or "being the land shown in the plan attached hereto" or "being the residue of the land in certificate (or grant) registered Vol. ...".

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only, state part).
		Whole or Part.	Vol.	Vol.	
<b>CUMBERLAND</b>	<b>MANLY COVE</b>	<b>PART</b>	<b>8207</b>	<b>245</b> (X)	and being lodged in Deposited Plan No. 2079158

8931.4

Not in the office of the Registrar-General 126

And the transferee ~~covenanted with the transferor~~ for himself his executors administrators and assigns hereby covenants with the Transferor his executors administrators and assigns but only during the ownership by the Transferor his executors administrators and assigns of the land comprised in the residue of Certificate of Title Volume 8207 Folio 245 after the transfer thereof of the subject land that no fence shall be erected on the land hereby transferred to divide it from the said residue by the transferee without the consent of the Transferor but such consent shall not be withheld if the fence shall be erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of every such fence so erected.

The land to which the benefit of the foregoing covenant is intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 8207 Folio 245 after the transfer thereof of the land hereby transferred and the land which is to be subject to the burden of the said covenant is the land hereby transferred.

The aforesaid covenant may be released varied or modified with the consent of the registered proprietor for the time being of the subject land.

B.S.

*Still not a satisfactory, or actually subject.*

(1) if any other person is to be entitled to any exception there shall be no objection.

(2) if the statutory provisions are implied by the Act and intended to be waived or modified.

Covenants should comply with the provisions of Section 55 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.\*

Excepting thereout the minerals reserved by the Crown Grant.

\* A very short note will suffice.

K.110-2 5.107

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, or a J.P. or Commissioner for Affidavits, or when the Transferee is known, otherwise the attesting witness should appear before one of the above authorities who having received an affirmation answer to each of the questions set out in Sec. 144 (1) of the Real Property Act should sign the certificate as the fact of this proof.

Execution may be proved where the parties are residents:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of each Provision, or before any Justice, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipality or local government corporation in each part, or Justice of the Peace for each part, or the Director, Government Engineer, or Chief Secretary of each part or each other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consul Agent and Acting Consul Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Consul-General, Consul, Acting Consul, Vice-Consul, Pro-Consul, Consul Agent and Acting Consul Agent), (iii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Consul-General, Consul, Acting Consul, Vice-Consul, Pro-Consul, Consul Agent and Acting Consul Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such authorities who should sign and affix his seal to each document, or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at

Sydney

the 30<sup>th</sup> day of November 1961.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

William

6 Lewis to Norton Smith & Co  
215 Sydney

C. C. Brammell

Transferor.\*

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Richard  
Schulter Broochdale

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

B. Sealerus

Transferee(s).

13<sup>th</sup> November 1961

# MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned state that <sup>they have</sup> ~~he has~~ no notice of the revocation of the Power of Attorney registered No. 64793 - - - Miscellaneous Register under the authority of which ~~he has~~ <sup>they have</sup> just executed the within ~~transferee~~ discharge.

Signed at Sydney - - - the twenty-eighth - - - day of November - - - 19 61.

Signed in the presence of -

John Hough

William  
Richard

## CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me at Sydney the thirtieth day of November, one thousand nine hundred and sixty-one Robert Mack Mason the attesting witness to this instrument and declared that he personally knew Cuthbert Colin Douglas Brammell the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said Cuthbert Colin Douglas Brammell is his own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

Beaver

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with such drafting, and the memorandum of non- revocation or lack of been signed by the attorney before a witness.

† N.B.-Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and requires any person solely or jointly certifying liable to a penalty of £20; also to document receivable by parties injured. Attention by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words objected to should be crossed through with the pen, and those substituted written over them, the alterations being verified by signature or initials in the margin, or noted in the attestation.



H 945419

LODGED BY M.C. SEDWICK &amp; REES

No. \_\_\_\_\_

Solicitors, 678 Pittwater Road,  
BROOKVALE.

## FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) If where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 6s. 6d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 2s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 2s. is made in each of the following:—  
(i) where a restrictive covenant is imposed; or  
(ii) a new easement is created; or  
(iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are:—  
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;  
(ii) £2 10s. 6d. for every Certificate of Title not exceeding 15 folios with one simple diagram;  
(iii) as ascertained where more than one simple diagram, or an extensive diagram will appear.  
Where the engrossing exceeds 15 folios, an amount of 2s. per folium, extra fee is payable.

## DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_

Received Docs.  
Kna.  
Receiving Clerk.

## PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

**BANK OF NEW SOUTH WALES** mortgages under Mortgage No. H752070 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to all rights and remedies as regards the balance of the land comprised in such mortgage, and as regards the Mortgagor and all sureties and other persons if any whether under such Mortgage or any other security instrument or document and as regards the property comprised in any such other security instrument or document.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgage should enclose a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at Sydney this twenty-eighth day of November 1961

Signed for and on behalf of the  
Bank of New South Wales at Sydney  
on the twenty-eighth day of  
November, 1961 by **GEORGE WADE WATSON**  
and **Thomas Edward Poulter**  
its duly constituted Attorneys  
who are personally known to me:

Bank of New South Wales  
by its Attorneys

*Signature*  
Assistant Chief Security Officer  
and *Signature*  
Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
<i>Initials</i>	<i>Initials</i>
Checked by <i>BB</i>	Particulars entered in Register Book Vol. no. <i>9237</i> Folio <i>126</i>
Passed (in S.D.B.) by	<i>M.P.D.</i> the <i>25th</i> day of <i>August</i> 19 <i>62</i> <i>25</i> minutes past <i>4</i> o'clock in the <i>after</i> noon.
Signed by <i>Signature</i>	<i>Signature</i> Register-General

## PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engineers		
Cancellation Clerk		
Vol.		Vol.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PLAN FORM 1

Plan Drawing only to appear in this space

OFFICE USE ONLY

Substantive field and statements of interest in  
conveyance shall be stated in the plan drawing  
and shall be subject to the provisions of the  
conveyance, including the use of the plan drawing  
in the event of a dispute.

PURSUANT TO SECTION 88.6 OF THE  
CONVEYANCING ACT, 1909 (AS AMENDED)  
IT IS INTENDED TO CREATE:-  
1. EASEMENT TO DRAIN WATER  
VARIABLE WIDTH.

*L. N. D. O'Neil*

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval

Owner's Land Office Approval



DP 617375

Registration: 617375

CA: 617375

Time System: NOB/RE/RE/RE

Project: 617375

Ref: 617375

See Also: DP 350431

PLAN OF EASEMENT TO DRAIN  
WATER AFFECTING LOT B, IN  
D.P. 350431

Length and or width: 100m

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Location: 617375

Y000FI B

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 17th February 1993





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres.

(Sheet 1 of 1 Sheet)

**DP 647375**

PART 1.

Plan:

Plan of Easement to drain water  
affecting Lot B in DP 350431

Full name and address of  
proprietors of the land.

Catrina McKenzie VELDHUIS  
No. 64 Lynwood Avenue  
Dee Why

1. Identity of easement firstly referred  
to in abovementioned plan.

Easement to drain water  
variable width.

Schedule of lots etc. affected.

Lot burdened  
B in DP 350431

Name of Authority benefited.  
Warringah Shire Council.

PART 2.

Signed in my presence by Catrina McKenzie Veldhuis  
who is personally known to me.

Signature of Witness

Proprietor

Name of Witness (BLOCK LETTERS)

Qualification of Witness

REGISTERED  02/023

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 17th February 1993

10 20 30 40 50 60 70 Table of mm 110 120 130 140

**Lodger Details**

Lodger Code 503696B  
 Name KEMPS PETERSONS LEGAL PTY LTD  
 Address PO BOX K372  
 HAYMARKET 1240  
 Lodger Box 1W  
 Email KAVITA.PRASAD@KPLG.COM.AU  
 Reference 194493 - M&

Land Registry Document Identification

**AR435697**

STAMP DUTY:

**Consolidation/Change of By-laws**

Jurisdiction NEW SOUTH WALES

**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP71130	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP71130  
 Other legal entity

**Meeting Date**

30/07/2021

**Added by-law No.**

Details SPECIAL BY-LAW 4

**Repealed by-law No.**

Details NOT APPLICABLE

**Amended by-law No.**

Details NOT APPLICABLE

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

**Attachment**

See attached Conditions and Provisions

See attached Approved forms

**Execution**

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP71130  
 Signer Name MICHELLE MONICA KUMAR  
 Signer Organisation KEMPS PETERSONS LEGAL PTY LTD  
 Signer Role PRACTITIONER CERTIFIER  
 Execution Date 16/09/2021

## ANNEXURE A

### **STRATA PLAN 71130**

### **BY-LAWS**

**62-64 LYNWOOD AVENUE  
CROMER NSW 2099**


Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 24 August 2021  
Strata Managing Agent, Mason & Brophy Strata Management Pty Ltd  
[Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 24 August 2021  
Solicitor, Kemps Petersons Legal Pty Ltd

## **STRATA PLAN 71130**

### **TABLE OF CONTENTS**

1 - Noise .....	3
2 - Vehicles .....	3
3 - Obstruction of common property .....	3
4 - Damage to lawns and plants on common property .....	3
5 - Damage to common property.....	3
6 - Behaviour of owners and occupiers .....	4
7 - Children playing on common property in building .....	4
8 - Behaviour of invitees .....	4
9 - Depositing rubbish and other material on common property .....	4
10 - Drying of laundry items .....	4
11 - Cleaning windows and doors .....	4
12 - Storage of inflammable liquids and other substances and materials .....	4
13 - Moving furniture and other objects on or through common property .....	4
14 - Floor coverings.....	5
15 - Garbage disposal .....	5
16 - Keeping of animals .....	6
17 - Appearance of lot .....	7
18 - Change in use of lot to be notified.....	7
19 - Provision of amenities or services .....	7
Special by-law no. 1 – Sky lights.....	7
Special by-law no. 2 - Works .....	10
Special by-law no. 3 - Smoking .....	12
Special by-law no. 4 - Lot 13 works .....	12



## **1 - Noise**

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

## **2 - Vehicles**

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

## **3 - Obstruction of common property**

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

## **4 - Damage to lawns and plants on common property**

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

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

## **5 - Damage to common property**

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

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62, 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 subclause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.



## **6 - Behaviour of owners and occupiers**

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

## **7 - Children playing on common property in building**

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

## **8 - Behaviour of invitees**

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

## **9 - Depositing rubbish and other material on common property**

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

## **10 - Drying of laundry items**

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

## **11 - Cleaning windows and doors**

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

## **12 - 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.

## **13 - Moving furniture and other objects on or through common property**

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



(2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

#### **14 - Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

(2) Without limiting the requirements of this by-law, if an Owner is utilising a floor finish within an Owner's lot other than carpet the minimum standard to be achieved for any such floor finish must be an impact Insulation Class of 55 (IIC55) or greater.

(3) An Owner must provide the Owner's Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this by-law.

(4) This by-law does not apply to floor space comprising a laundry, lavatory or bathroom which is located above a laundry, lavatory or bathroom.

(5) An Owner must pay the Owners Corporation the sum of \$2,000.00 (or other amount as the Executive Committee may from time to time determine) as security bond and the Owners Corporation agreed to refund the amount in full on satisfaction of the completed works.

#### **15 - Garbage disposal**

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

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

(b) must ensure that before 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, and

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

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

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

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



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

(a) must ensure that before 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, and

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

## **16 - Keeping of animals**

(1) An owner or occupier of a lot may not keep any animal on the lot or the common property without the prior written approval of the Owners Corporation.

(2) An owner or occupier of a lot may keep the following animals on the lot with the prior written approval of the Owners Corporation:

(a) one domestic cat; and/ or

(b) fish in a secure aquarium; and/ or

(c) up to two small birds including but not limited to canaries, budgerigars or finches, in a secure cage.

(3) If any owner or occupier of a lot currently keeps more than one cat on their lot as at the date of this by-law, he or she shall be permitted to keep one additional cat (that is, a total of two cats) for the duration of the additional cat's life provided that the additional cat is not replaced, and thereafter the owner or occupier shall be required to comply with clause 2(a) above.

(4) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

(5) Subject to Section 139(5) of the Strata Schemes Management Act 2015 regarding the keeping of assistance animals, an owner or occupier of a lot may not keep a dog on the lot or the common property and the Owners Corporation shall not give written approval for to an owner or occupier of a lot to keep a dog on the lot or the common property.

(6) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

(7) In the event that an animal approved under this by-law disturbs or otherwise interferes with the peaceful enjoyment of an owner or occupier of another Lot or a person lawfully using common property, the Owners Corporation, acting reasonably, may:

(a) place additional conditions on the owner or occupier's approval to keep the animal; or

(b) withdraw approval for the keeping of the animal and require the owner or occupier to remove the animal from the lot and/ or the common property.

## **17 - Appearance of lot**

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

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

## **18 - Change in use of lot to be notified**

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

## **19 - Provision of amenities or services**

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## **Special by-law no. 1 – Sky lights**

### **PART 1 GRANT OF RIGHT**

Notwithstanding any by-law that applies to this scheme, an Owner has the right to carry out the Works at its own cost subject to PART 3 of this by-law.

### **PART 2 DEFINITIONS & INTERPRETATION**

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

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

**Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot.

**Building** means the building located at 62-64 Lynwood Avenue, Dee Why.

**Insurance** means:

- (a) contractors all risk insurance including public liability for an amount of \$10,000,000;
- (b) insurance required under the Home Building Act 1989 (If required); and



(c) workers compensation insurance.

**Lot** means any lot in strata plan 71130.

**Owner** means the owner of the Lot.

**Owners Corporation** means the owners corporation created by the registration of Strata Plan registration number 71130.

**Sky Light** means any sky light, sky dome, sky tube, sky window or the like installed in the ceiling of a Lot and in the roof of the Building and includes any ancillary equipment cabling or parts.

**Strata Scheme** means the strata scheme relating to strata plan no. 71130.

**Works** means the installation of the Sky Lights by the Owner.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in this by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

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

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

3.1 Before commencement of the Works the Owner must:

- (a) obtain the approval of the location, type and size of the Works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld;
- (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation.

Clauses 3.1 (a) and (c) of this Part 3.1 do not apply to Works already installed at the time of this by-law being made.

### **PART 3.2 During installation**

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 week from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport any construction materials, equipment and debris (if any) in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (i) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3**

#### **After Installation**

3.3 After the Works have been complete the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified; and
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.

Clause 3.3 (a) of this Part 3.3 does not apply to Works already installed at the time of this by-law being made.

### **PART 3.4**

#### **Enduring rights and obligations**

3.4 The Owner shall:

- (a) maintain and upkeep the Works;
- (b) maintain and upkeep those parts of the common property in contact with the Works;
- (c) remain liable for any damage to lot or common property arising out of the Works;
- (d) indemnify the Owners Corporation against any costs or losses arising out of the Works; and
- (e) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated.

### **PART 3.5**

#### **Ownership**

Any Sky Light so installed will always remain the property of the Owner from time to time.



## **PART 3.6**

### **Application**

For clarity Part 3.4 and Part 3.5 applies to all Works installed prior to and after this by-law being made.

### **Special by-law no. 2 - Works**

## **PART 1**

### **DEFINITIONS & INTERPRETATION**

#### **1.1** In this by-law:

(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Insurance** means:

(i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;

(ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and

(iii) workers compensation insurance, if required.

(c) **Owner or Occupier** means the owner or occupier of a lot in strata scheme 71130.

(d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 71130.

(e) **Required Documents** means:

(i) existing plans and drawings;

(ii) proposed plans and drawings;

(iii) if the plans and drawing do not adequately describe the works a description of the works;

(iv) details of the current and proposed flooring system, and if the Owner or Occupier is proposing to change the flooring system a report from an acoustic engineer nominated by the Owners Corporation about the proposed flooring system which provides that it complies with the scheme's by-laws; and

(v) any other document reasonably required by the Owners Corporation.

(f) **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property as specified in the Required Documents, except for the installation of smoke alarms.

#### **1.2** In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

## **PART 2 GRANT OF RIGHT**

**2.1** The Owner or Occupier must not install or carry out Works except in accordance with Part 3 of this by-law.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

**3.1** Before commencement of the Works the Owner or Occupier must;

- (a) provide the Required Documents to the Owners Corporation;
- (b) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation;
- (c) obtain approval for the Works from the Owners Corporation which may be in the form of a by-law under section 52 or 65A of the Act granted to an Owner;
- (d) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- (e) effect and maintain insurance and provide a copy to the Owners Corporation.

### **PART 3.2 During construction**

**3.2** Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.



### **PART 3.3**

#### **After construction**

**3.3** After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and
- (f) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

### **PART 3.4**

#### **Enduring rights and obligations**

**3.4** The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

#### **Special by-law no. 3 - Smoking**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (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.

#### **Special by-law no. 4 - Lot 13 works**

**By-law to authorise the owner of Lot 13 to add to, alter and erect new structures on the common property and exclusive use**

### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

**1.1** In this by-law:

- a. **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

b. **Building Alteration Plan** means section 19 of the *Strata Schemes Development Act 2015*.

c. **Insurance** means:

- i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
- ii. insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
- iii. workers compensation insurance as required by law.

d. **Lot** means lot 13 in strata scheme 71130.

e. **Owner** means the owner of the Lot from time to time.

f. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 71130.

g. **Works** means the works set out in the scope of works and plans annexed to this by-law.

h. **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d. references to legislation includes references to amending and replacing legislation.

## **PART 2 GRANT OF RIGHT**

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

3.1 Before commencement of the Works the Owner must:

- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- b. effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- c. ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office;



d. if required, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring;

### **PART 3.2**

#### **During construction**

3.2 Whilst the Works are in progress the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works during times reasonably approved by the Owners Corporation;
- e. perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- f. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g. protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i. where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
  - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
  - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.
- j. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- k. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3**

#### **After construction**

3.3 After the Works have been completed the Owner must without unreasonable delay:

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- d. if required, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the installed flooring and treatment to the flooring;
- e. comply with any requirement to lodge a Building Alteration Plan; and
- f. if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### **PART 3.4**

#### **Enduring rights and obligations**

##### **3.4 The Owner:**

- a. is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- b. is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- c. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- d. remains liable for any damage to lot or common property arising out of the Works;
- e. must make good any damage to lot or common property arising out of the Works; and
- f. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

### **SCOPE OF WORKS**

#### **Bathroom**

- Remove, replace and install new vanity and sink
- Remove, replace and install new lighting
- Install new power outlets
- Remove existing tiling and install new wall tiles
- Remove existing floor and install new floor tiles
- Installation of new waterproofing membrane
- Remove, replace and install new shower and shower screen
- Remove, replace and install new toilet
- Remove, replace and install new tap ware
- Remove, replace and install new shower
- Remove bath
- Install shower



## PLANS

This plan is in PDF format and is attached to the email, file name: bathroom-scale-drawing

Company that prepared the plans: Oxford Bathrooms

Plans prepared by: Susan

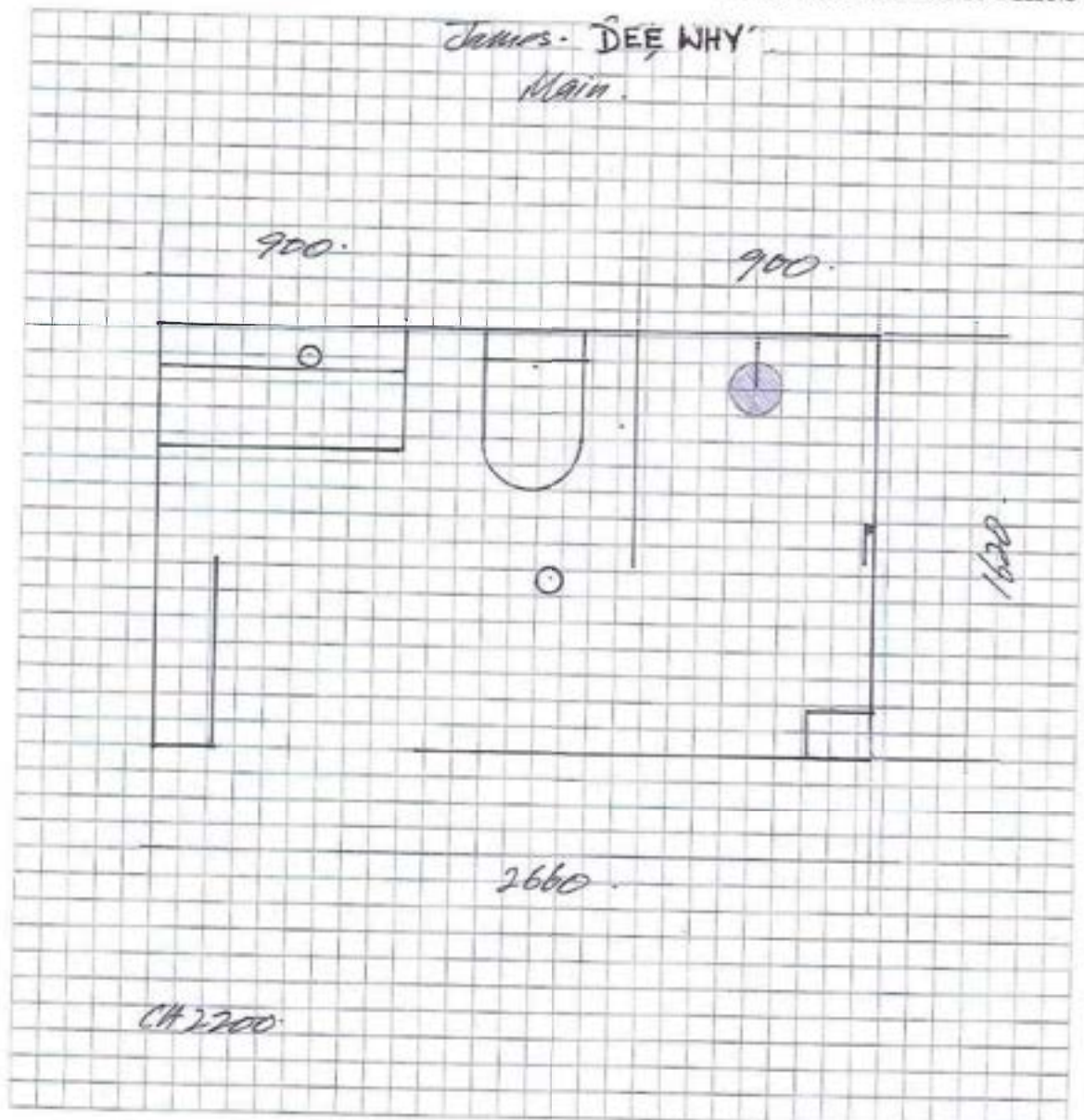
Date of plans: 23/06/2021

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As per NSW Registrar General Guidelines photographs have been omitted.

The seal of The Owners – Strata Plan No. 71130  
was affixed on 24 August 2021  
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: 

Electronic signature of me, Matilda Halliday affixed by me on 24 August 2021  
Strata Managing Agent, Mason & Brophy Strata Management Pty Ltd  
[Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 24 August 2021  
Solicitor, Kemps Petersons Legal Pty Ltd



**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional  
pages to the top left-hand corner.

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

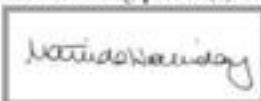
(A) TORRENS TITLE	For the common property		
	CP/SP 71130		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
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	Reference:	FILE NO: 194493 - M&B	

- (C) The Owners-Strata Plan No. **71130** certify that a special resolution was passed on **30/07/2021**
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. **NOT APPLICABLE**
- Added by-law No. **SPECIAL BY-LAW 4**
- Amended by-law No. **NOT APPLICABLE**

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. **71130** was affixed on **24/08/2021** in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:



Electronic signature of me, Matilda Halliday affixed by me on 24/08/2021  
Licenced Strata Managing Agent, Mason & Brophy Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

1. This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).

2. I have confirmed the persons identity using an identification document and the document I relied on was a Passport.




Electronic signature of me, Michelle Monica Kumar affixed by me on 24/08/2021  
Solicitor, Kemps Petersons Legal Pty Ltd

## Approved Form 23

### Attestation

The common seal of the Owners – Strata Plan No 71130 was affixed on 24 August 2021 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: 

Electronic signature of me, Matilda Halliday affixed by me on 24 August 2021  
Strata Managing Agent, Mason & Brophy Strata Management Pty Ltd  
[Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 24 August 2021  
Solicitor, Kemps Petersons Legal Pty Ltd




**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. 71130  
was affixed on 24 August 2021  
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: 

Electronic signature of me, Matilda Halliday affixed by me on 24 August 2021  
Strata Managing Agent, Mason & Brophy Strata Management Pty Ltd  
[Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 24 August 2021  
Solicitor, Kemps Petersons Legal Pty Ltd

**Lodger Details**

Lodger Code 503696B  
Name KEMPS PETERSONS LEGAL PTY LTD  
Address PO BOX K372  
HAYMARKET 1240  
Lodger Box 1W  
Email KAVITA.PRASAD@KPLG.COM.AU  
Reference 232870 - M&B

Land Registry Document Identification

**AU238724**

STAMP DUTY:

**Consolidation/Change of By-laws****Jurisdiction** NEW SOUTH WALES**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP71130	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP71130  
Other legal entity

**Meeting Date**

26/02/2024

**Added by-law No.**

<b>Details</b>	SPECIAL BY-LAW 5
----------------	------------------

**Amended by-law No.**

<b>Details</b>	N/A
----------------	-----

**Repealed by-law No.**

<b>Details</b>	N/A
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The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment****See attached Conditions and Provisions****See attached Approved forms****Execution**

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

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

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

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

<b>Executed on behalf of</b>	THE OWNERS - STRATA PLAN NO. SP71130
<b>Signer Name</b>	SARAH LOUANGSOMBATH
<b>Signer Organisation</b>	KEMPS PETERSONS LEGAL PTY LTD
<b>Signer Role</b>	PRACTITIONER CERTIFIER
<b>Execution Date</b>	12/07/2024



**STRATA PLAN 71130**

**BY-LAWS**

The seal of The Owners – Strata Plan No. 71130  
was affixed on 10 July 2024  
in the presence of the following person(s) authorised by  
section 273 Strata Schemes Management Act 2015  
to attest the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri,  
affixed by me, or at my direction, on 10 July 2024

Authority: Licensed Strata Managing Agent,  
[Licence No. 723973]  
Mason & Brophy Strata Management P/L



## **STRATA PLAN 71130**

### **TABLE OF CONTENTS**

1 - Noise .....	3
2 - Vehicles .....	3
3 - Obstruction of common property .....	3
4 - Damage to lawns and plants on common property .....	3
5 - Damage to common property .....	3
6 - Behaviour of owners and occupiers .....	4
7 - Children playing on common property in building .....	4
8 - Behaviour of invitees .....	4
9 - Depositing rubbish and other material on common property .....	4
10 - Drying of laundry items .....	4
11 - Cleaning windows and doors .....	4
12 - Storage of inflammable liquids and other substances and materials .....	4
13 - Moving furniture and other objects on or through common property .....	4
14 - Floor coverings .....	5
15 - Garbage disposal .....	5
16 - Keeping of animals .....	6
17 - Appearance of lot .....	6
18 - Change in use of lot to be notified .....	6
19 - Provision of amenities or services .....	6
Special by-law no. 1 – Sky lights .....	7
Special by-law no. 2 – Works .....	9
Special by-law no. 3 – Smoking .....	12
Special by-law no. 4 – Lot 13 works .....	12
Special by-law no. 5 – Lot 28 works .....	17



## **1 - Noise**

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

## **2 - Vehicles**

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

## **3 - Obstruction of common property**

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

## **4 - Damage to lawns and plants on common property**

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

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

## **5 - Damage to common property**

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

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62, 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 subclause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

## **6 - Behaviour of owners and occupiers**

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

## **7 - Children playing on common property in building**

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

## **8 - Behaviour of invitees**

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

## **9 - Depositing rubbish and other material on common property**

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

## **10 - Drying of laundry items**

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

## **11 - Cleaning windows and doors**

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

(a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or

(b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

## **12 - 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.

## **13 - Moving furniture and other objects on or through common property**

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



(2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

#### **14 - Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

(2) Without limiting the requirements of this by-law, if an Owner is utilising a floor finish within an Owner's lot other than carpet the minimum standard to be achieved for any such floor finish must be an impact Insulation Class of 55 (IIC55) or greater.

(3) An Owner must provide the Owner's Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this by-law.

(4) This by-law does not apply to floor space comprising a laundry, lavatory or bathroom which is located above a laundry, lavatory or bathroom.

(5) An Owner must pay the Owners Corporation the sum of \$2,000.00 (or other amount as the Executive Committee may from time to time determine) as security bond and the Owners Corporation agreed to refund the amount in full on satisfaction of the completed works.

#### **15 - Garbage disposal**

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

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

(b) must ensure that before 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, and

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

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

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

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



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

(a) must ensure that before 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, and

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

## **16 - Keeping of animals**

(1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owner's corporation.

(2) The owner's corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must-

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

## **17 - Appearance of lot**

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

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

## **18 - Change in use of lot to be notified**

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

## **19 - Provision of amenities or services**

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

(a) window cleaning,

(b) garbage disposal and recycling services,



- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### **Special by-law no. 1 – Sky lights**

#### **PART 1 GRANT OF RIGHT**

Notwithstanding any by-law that applies to this scheme, an Owner has the right to carry out the Works at its own cost subject to PART 3 of this by-law.

#### **PART 2 DEFINITIONS & INTERPRETATION**

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

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

**Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot.

**Building** means the building located at 62-64 Lynwood Avenue, Dee Why.

**Insurance** means:

- (a) contractors all risk insurance including public liability for an amount of \$10,000,000;
- (b) insurance required under the Home Building Act 1989 (If required); and
- (c) workers compensation insurance.

**Lot** means any lot in strata plan 71130.

**Owner** means the owner of the Lot.

**Owners Corporation** means the owners corporation created by the registration of Strata Plan registration number 71130.

**Sky Light** means any sky light, sky dome, sky tube, sky window or the like installed in the ceiling of a Lot and in the roof of the Building and includes any ancillary equipment cabling or parts.

**Strata Scheme** means the strata scheme relating to strata plan no. 71130.

**Works** means the installation of the Sky Lights by the Owner.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in this by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

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

### **PART 3 CONDITIONS**

#### **PART 3.1 Before commencement**

3.1 Before commencement of the Works the Owner must:

- (a) obtain the approval of the location, type and size of the Works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld;
- (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation.

Clauses 3.1 (a) and (c) of this Part 3.1 do not apply to Works already installed at the time of this by-law being made.

#### **PART 3.2 During installation**

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 week from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport any construction materials, equipment and debris (if any) in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (i) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

#### **PART 3.3 After Installation**

3.3 After the Works have been complete the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;



(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified; and

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.

Clause 3.3 (a) of this Part 3.3 does not apply to Works already installed at the time of this by-law being made.

#### **PART 3.4** **Enduring rights and obligations**

3.4 The Owner shall:

(a) maintain and upkeep the Works;

(b) maintain and upkeep those parts of the common property in contact with the Works;

(c) remain liable for any damage to lot or common property arising out of the Works;

(d) indemnify the Owners Corporation against any costs or losses arising out of the Works; and

(e) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated.

#### **PART 3.5** **Ownership**

Any Sky Light so installed will always remain the property of the Owner from time to time.

#### **PART 3.6** **Application**

For clarity Part 3.4 and Part 3.5 applies to all Works installed prior to and after this by-law being made.

### **Special by-law no. 2 – Works**

#### **PART 1** **DEFINITIONS & INTERPRETATION**

**1.1** In this by-law:

(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Insurance** means:

(i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;

(ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and

(iii) workers compensation insurance, if required.

(c) **Owner or Occupier** means the owner or occupier of a lot in strata scheme 71130.

(d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 71130.

(e) **Required Documents** means:

- (i) existing plans and drawings;
- (ii) proposed plans and drawings;
- (iii) if the plans and drawing do not adequately describe the works a description of the works;
- (iv) details of the current and proposed flooring system, and if the Owner or Occupier is proposing to change the flooring system a report from an acoustic engineer nominated by the Owners Corporation about the proposed flooring system which provides that it complies with the scheme's by-laws; and
- (v) any other document reasonably required by the Owners Corporation.

(f) **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property as specified in the Required Documents, except for the installation of smoke alarms.

**1.2** In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

## **PART 2 GRANT OF RIGHT**

**2.1** The Owner or Occupier must not install or carry out Works except in accordance with Part 3 of this by-law.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

**3.1** Before commencement of the Works the Owner or Occupier must;

- (a) provide the Required Documents to the Owners Corporation;
- (b) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation;
- (c) obtain approval for the Works from the Owners Corporation which may be in the form of a by-law under section 52 or 65A of the Act granted to an Owner;
- (d) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- (e) effect and maintain insurance and provide a copy to the Owners Corporation.



## **PART 3.2**

### **During construction**

**3.2** Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

## **PART 3.3**

### **After construction**

**3.3** After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and
- (f) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

## **PART 3.4**

### **Enduring rights and obligations**

#### **3.4 The Owner or Occupier:**

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

#### **Special by-law no. 3 – Smoking**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (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.

#### **Special by-law no. 4 – Lot 13 works**

**By-law to authorise the owner of Lot 13 to add to, alter and erect new structures on the common property and exclusive use**

## **PART 1**

### **DEFINITIONS & INTERPRETATION**

#### **1.1 In this by-law:**

- a. **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b. **Building Alteration Plan** means section 19 of the *Strata Schemes Development Act 2015*.
- c. **Insurance** means:
  - i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - ii. insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - iii. workers compensation insurance as required by law.
- d. **Lot** means lot 13 in strata scheme 71130.
- e. **Owner** means the owner of the Lot from time to time.
- f. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 71130.
- g. **Works** means the works set out in the scope of works and plans annexed to this by-law.
- h. **Exclusive Use Area** means the common property areas reasonably required to keep the Works.



1.2 In this by-law a word which denotes:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d. references to legislation includes references to amending and replacing legislation.

## **PART 2 GRANT OF RIGHT**

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

3.1 Before commencement of the Works the Owner must:

- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- b. effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- c. ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office;
- d. if required, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring;

### **PART 3.2 During construction**

3.2 Whilst the Works are in progress the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works during times reasonably approved by the Owners Corporation;
- e. perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- f. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

- g. protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i. where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
  - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
  - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.
- j. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- k. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3**

#### **After construction**

3.3 After the Works have been completed the Owner must without unreasonable delay:

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- d. if required, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the installed flooring and treatment to the flooring;
- e. comply with any requirement to lodge a Building Alteration Plan; and
- f. if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### **PART 3.4**

#### **Enduring rights and obligations**

3.4 The Owner:

- a. is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- b. is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- c. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;



- d. remains liable for any damage to lot or common property arising out of the Works;
- e. must make good any damage to lot or common property arising out of the Works; and
- f. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

## **SCOPE OF WORKS**

### **Bathroom**

- Remove, replace and install new vanity and sink
- Remove, replace and install new lighting
- Install new power outlets
- Remove existing tiling and install new wall tiles
- Remove existing floor and install new floor tiles
- Installation of new waterproofing membrane
- Remove, replace and install new shower and shower screen
- Remove, replace and install new toilet
- Remove, replace and install new tap ware
- Remove, replace and install new shower
- Remove bath
- Install shower

## **PLANS**

**This plan is in PDF format and is attached to the email, file name:** bathroom-scale-drawing

**Company that prepared the plans:** Oxford Bathrooms

**Plans** prepared by: Susan

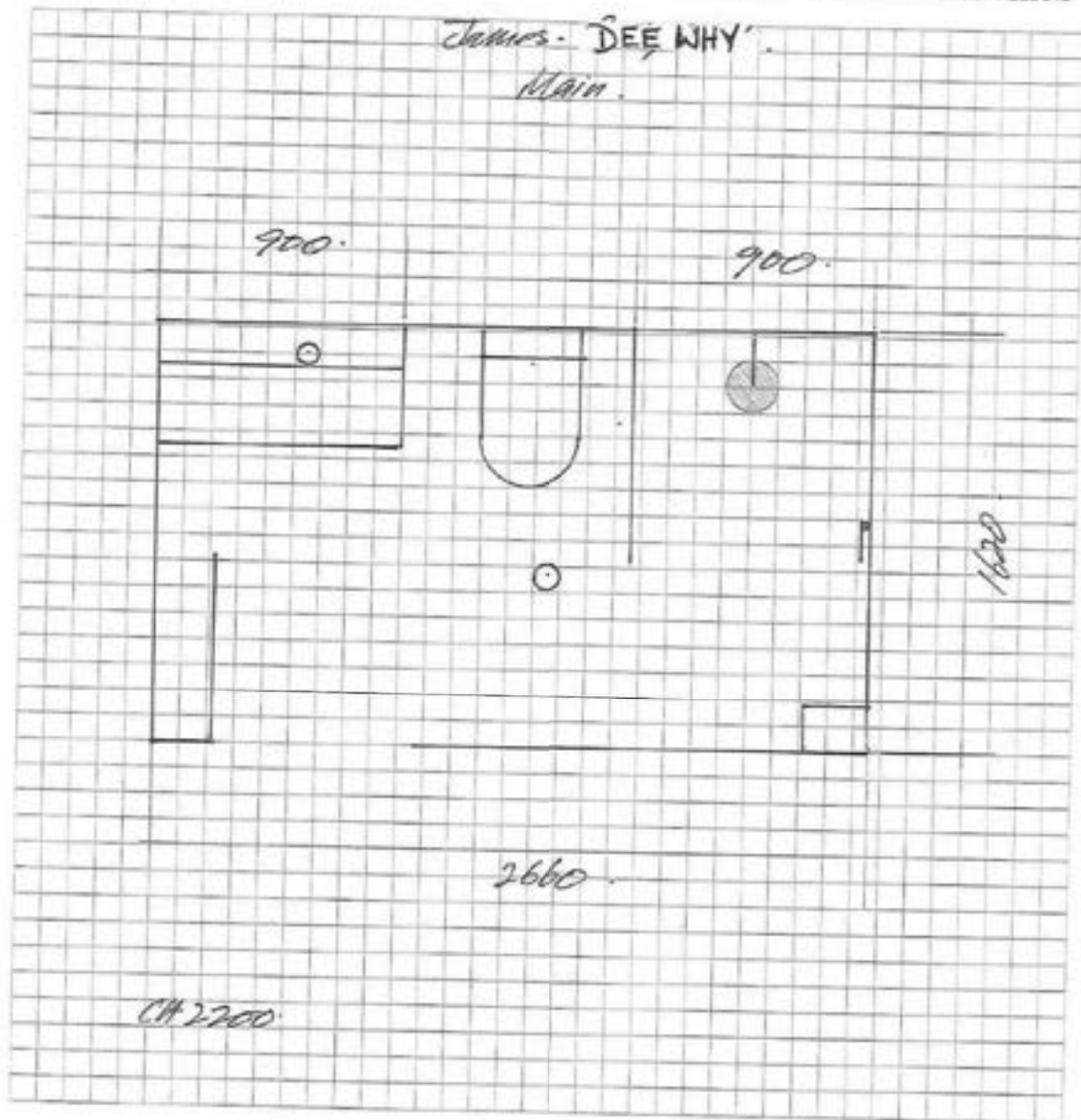
**Date of plans:** 23/06/2021

T: 1800 642 162  
www.timberline.com.au



# Timberline

VANITIES | SHAVING CABINETS | TALLBOYS



**As per NSW Registrar General Guidelines photographs have been omitted.**



## **Special by-law no. 5 – Lot 28 works**

### **1. DEFINITIONS**

The following terms are identified to mean:

"**Lot**" means Lot 28 in Strata Plan 71130,

"**Owner**" means the Owner or Owners of Lot 28 in Strata Plan 71130.

"**Owners Corporation**" means The Owners Strata Plan No. 71130.

"**Works**" mean the retrospective works already undertaken including:

#### **Demolition**

Removal and disposal of:

- main bathroom.
- ensuite bathroom.
- 2x wardrobes.
- 1x wall.
- kitchen.
- kitchen flooring.
- laundry.

#### **New Kitchen**

- Supply and installation of new kitchen as per floor plan at Annexure A.
- polyurethane doors, drawers and panels.
- soft closing doors and drawers supplied by Blum.
- soft closing integrated bin.
- complete plumbing services.
- glass splashback.
- flooring.

#### **Main Bathroom**

- wall rendering (tile preparation) up to the value of \$1,000.
- waterproofing.
- complete floor and wall tiling services by licensed tradesman (niche wall not included).
- complete plumbing services by licensed tradesman.
- shower screen (single panel).
- towel rail.

- toilet roll holder.
- shaving cabinet.
- toilet install only (not supplied).
- vanity install only (not supplied).
- complete as per plan at Annexure B.

### **Ensuite Bathroom**

- wall rendering (tile preparation) up to the value of \$1,000.
- waterproofing.
- complete floor and wall tiling services by licensed tradesman (niche wall not included).
- complete floor and wall tiling services by licensed tradesman (niche wall not included).
- complete plumbing services by licensed tradesman.
- shower screen (single panel).
- towel rail.
- toilet roll holder.
- shaving cabinet.
- vanity install only (not supplied).
- toilet install only (not supplied).
- complete as per plan at Annexure B.

### **Wardrobes**

Supply and installation of 2 x wardrobes, features include:

- mirror and oak swinging doors.
- drawers, shelving, hanging space and storage.
- custom built, design TBC.

### **Flooring**

- Complete hardwood laminate flooring with integrated five star underlay throughout the Lot.

### **Electrical Works**

- Upgrade Complete Single Phase S/B 5c
  - Remove all existing fuses/circuit breakers and perform complete upgrade for single phase switchboard for up to 5 circuits including the installation of individual safety switch circuit breakers and upgrade to the main switch. All to be installed in a new sub board enclosure and all circuits to be clearly identified and labelled.
- Supply And Install Dimming Switches
  - Dimming switches for pendant / feature lights. Bedroom oyster.



- Replace & Upgrade to Led Oyster 30w
  - Remove existing fitting and supply and install new 30W LED oyster Fitting. Test feature pendant installation and wiring.
  - Wire and install new switch wire fed from wall switches separately switched from down lights. Assemble pendants and secure to ceiling.
  - Terminate 240VAC and commission.
- Installation Of 10 Amp W/Proof Gpo Outdoor Bar Fridge
  - Wire and Install new 10 Amp Weatherproof GPO, up to 5m Cabling. Outdoor Test & Commission
- Relocate Main Lead In / NBN Line / Chase Required
  - Disconnect and remove existing NBN RG6 lead in modem line. Chase wall, bury NBN cabling in wall inset protected via conduit. Fit off RG6 screwed outlet.
- Replace 90mm Led Downlight
  - Remove existing downlight and supply and install new 10W 90MM LED downlight
- Outdoor W/Proof Isolation Switch and Replacement of Outdoor Switch
  - Relocate isolating switch for A/C condenser.
- Relocation Of Intercom and 2 Gang Switch
  - Disconnect intercom and 2 gang switch. Chase wall and comeas, fish tongue through ceiling cavity and chase entrance wall. Fit off intercom and wall switch, connect.
- Renewal Of Hagar Silhouette Series Power Outlets and Switches
  - Supply and replace wall mounted switches with new Hagar Silhouette series mechanical gloss white switches.
- Supply & Install Ceiling Fan / Master Bedroom
  - Supply and install ceiling fan without existing wiring on remote control.
- Relocate FTA / Foxtel / Power Outlet / Entertainment Unit
  - Relocate FTA, Foxtel & power outlet for entertainment unit. Fit off new plates.
  - Supply and install blanking plates to conceal old holes.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

## **2. RIGHTS**

Subject as hereinafter provided, the Owner shall be entitled at their own expense to carry out the Works set out in this By-Law.

## **3. CONDITIONS**

### **(a) PERFORMANCE OF THE WORKS**

Upon the carrying out of any Works approved by the Owners Corporation pursuant to this By-Law the Owner must at its expense:

- (i) protect all areas of the building and common property from damage when carrying out the Works and resulting from the Works once installed or constructed;
- (ii) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owner's corporation;
- (iii) protect all affected areas of the building and common property from damage (and dust) caused by the Works or the transportation of construction materials, equipment and debris;
- (iv) not store any construction materials, equipment or debris upon any part of the common property;
- (v) keep all areas of the building outside their lot clean and tidy when carrying out the Works;
- (vi) only perform the Works at the times approved by the owners corporation;
- (vii) provide the Owners Corporation reasonable notice of any Works which may create noise or vibrations, cause discomfort, disturbance or interference with activities of any other occupier of the building;
- (vi) not inhibit the free use and enjoyment of another Lot or the common property by other Owners;
- (x) remove all debris resulting from the Works within a reasonable time from the lot and common property; and
- (x) comply with the reasonable requirements and directions of the Owners Corporation to comply with this or any other by-laws concerning the carrying out of the Works.

#### **(b) MAINTENANCE**

The Owner shall be responsible for the maintenance, upkeep and renewal or replacement of the Works and those parts of the common property affected by the Works. The Owner must properly maintain and keep the Works and any common property to which the Works are erected or attached in a state of good and serviceable repair.

#### **(c) COST OF THE WORKS**

The Works will be carried out (and the resulting Works structure(s) maintained) at the cost of the Owner.

#### **(d) LICENSED CONTRACTOR**

The Works shall be performed and maintained by the Owner at its expense:

- (i) in accordance with the law and all applicable Australian Standards; and
- (ii) in a proper and workmanlike manner and by duly licensed contractors.

#### **(e) CERTIFICATION**

The Owner must obtain certification for the Works upon completion of the Works from the engineer nominated by the Owners Corporation and or any relevant authority (including Council) if lawfully required or otherwise if considered reasonably necessary by the Owners Corporation.

#### **(f) RIGHT TO REMEDY DEFAULT**

If the Owner fails to comply with any obligation under this by-law then the Owners Corporation may:



- (i) carry out all work necessary to perform its obligation;
- (ii) enter upon any part of the lot to carry out that work; and
- (iii) recover the costs of carrying out that work from the defaulting Owner.

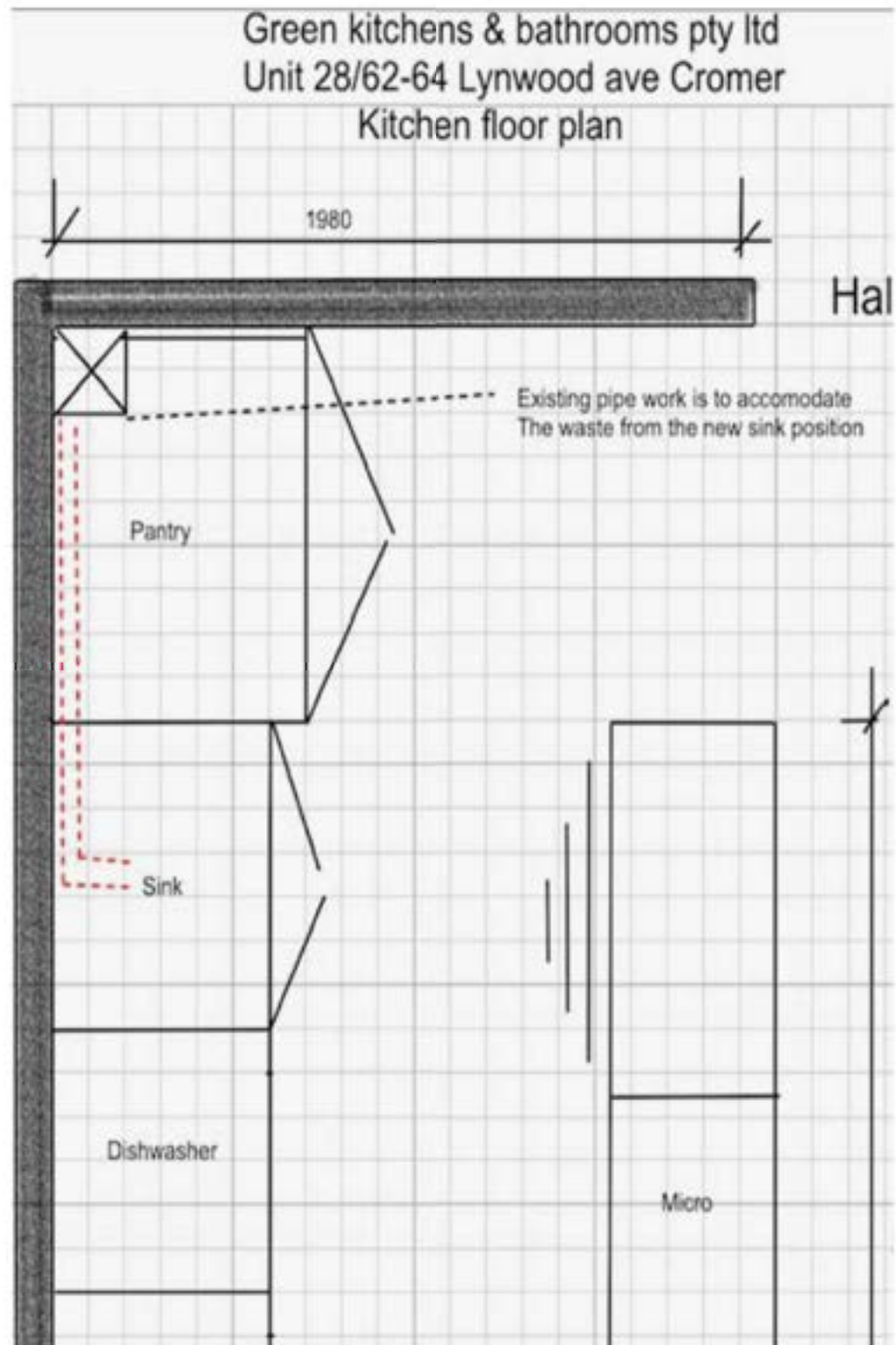
**(g) INDEMNITY**

The Owner must indemnify the Owners Corporation from and against any loss or damage the Owners Corporation suffers, including liability under section 65(6) in respect of any property of the Owner as a result of the use, performance, maintenance or replacement of the Works and the Works and/or for all costs of considering and approving the Works or obtaining certification of the Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation forthwith upon demand.

**(h) LIABILITY**

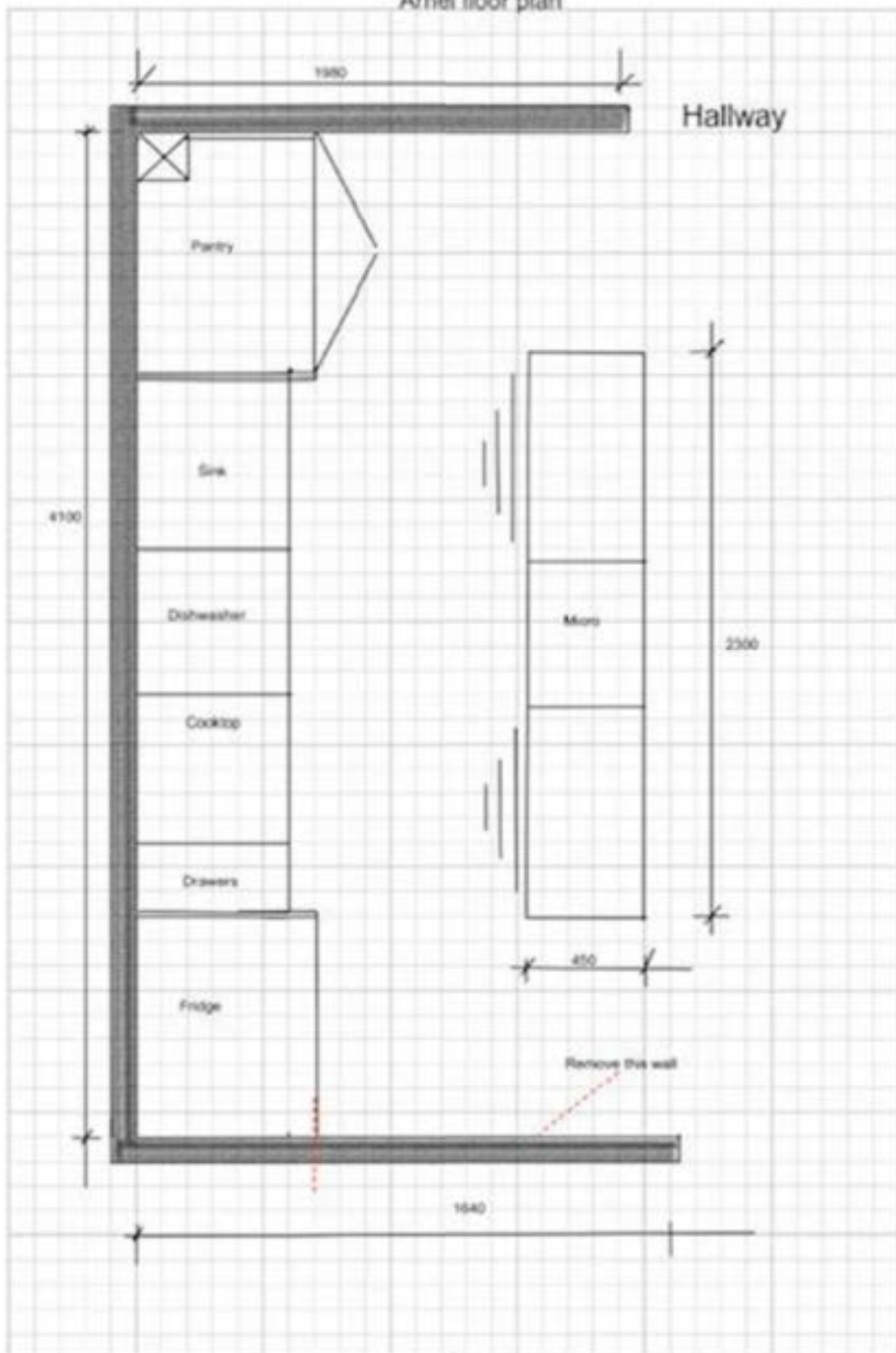
The Owner is liable for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Works and is responsible to make good that damage to any common property within a reasonable time after it has occurred.

Annexure A



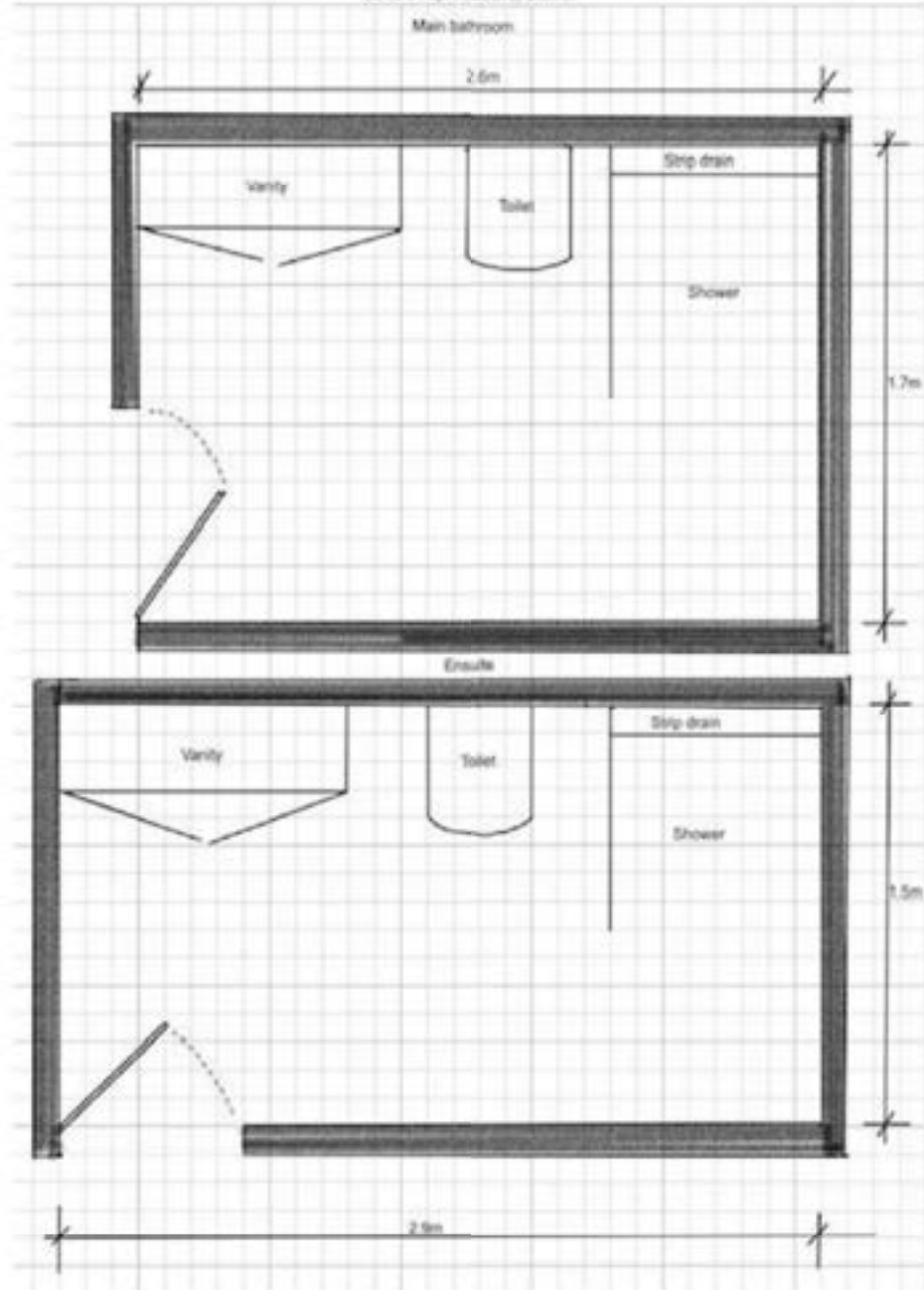


Arnel floor plan



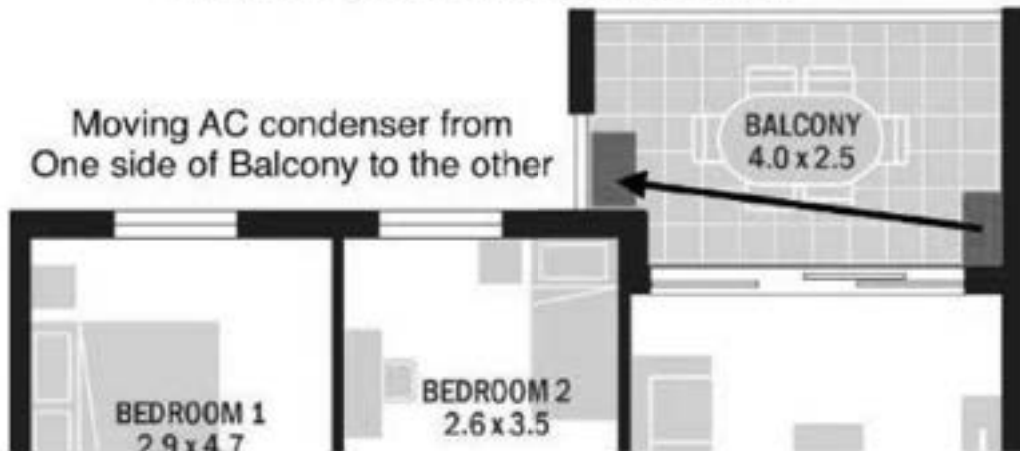
## Annexure B

Green kitchens & bathrooms Pty Ltd  
26/62-64 Lynwood ave. Croner





**28/62-64 Lynwood Ave Cromer 2099**



The seal of The Owners – Strata Plan No. 71130  
was affixed on 10 July 2024  
in the presence of the following person(s) authorised by  
section 273 Strata Schemes Management Act 2015  
to attest the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri,  
affixed by me, or at my direction, on 10 July 2024

Authority: Licensed Strata Managing Agent,  
[Licence No. 723973]  
Mason & Brophy Strata Management P/L



## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Lawmark Pty Ltd  
2310/4 Daydream Street  
WARRIEWOOD NSW 2102

**Reference:** Hayman 4378  
**Date:** 11/12/2024  
**Certificate No.** ePLC2024/09389

**Address of Property:** 12/62-64 Lynwood Avenue CROMER NSW 2099  
**Description of Property:** Lot 12 SP 71130

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### Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

#### **1. Relevant planning instruments and Development Control Plans**

**(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:**

**(a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

**(b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Sustainable Buildings) 2022  
State Environmental Planning Policy (Transport and Infrastructure) 2021

**(c) Development Control Plans**

Warringah Development Control Plan 2011



## **(2) Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

### **(a) Draft Local Environmental Plans**

### **(b) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Cultural)

### **(c) Draft Development Control Plans**

## **2. Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

### **(1) Zoning and land use under relevant Local Environmental Plans**

#### **(a), (b)**

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

#### **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

#### **Zone R3 Medium Density Residential**

##### **1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.
- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

##### **2 Permitted without consent**

Home-based child care; Home occupations

##### **3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Veterinary hospitals

#### **4 Prohibited**

Any other development not specified in item 2 or 3

#### **(c) Additional permitted uses**

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

#### **(d) Minimum land dimensions**

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

#### **(e) Outstanding biodiversity value**

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

#### **(f) Conservation areas**

The land is not in a heritage conservation area.

#### **(g) Item of environmental heritage**

The land does not contain an item of environmental heritage.

### **(2) Zoning and land use under draft Local Environmental Plans**

For any proposed changes to zoning and land use, see Part 1.2 (a)  
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

## **3. Contribution plans**

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

**Northern Beaches Section 7.12 Contributions Plan 2024 - in force 19 October 2024.**



(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

#### **Housing and Productivity Contribution**

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

### **4. Complying Development**

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

#### **Part 3 Housing Code**

Complying Development under the Housing Code may be carried out on all of the land.

#### **Part 3A Rural Housing Code**

Complying Development under the Rural Housing Code may be carried out on all of the land.

#### **Part 3B Low Rise Housing Diversity Code**

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

*Note: Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

#### **Part 3C Greenfield Housing Code**

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

#### **Part 3D Inland Code**

Complying Development under the Inland Code does not apply to the land.

*Note: Pursuant to clause 3D.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

#### **Part 4 Housing Alterations Code**

Complying Development under the Housing Alterations Code may be carried out on all of the land.

#### **Part 4A General Development Code**

Complying Development under the General Development Code may be carried out on all of the land.

## **Part 5 Industrial and Business Alterations Code**

Complying Development under the Industrial and Business Alterations Code may be carried out on all of the land.

## **Part 5A Industrial and Business Buildings Code**

Complying Development under the Industrial and Business Buildings Code may be carried out on all of the land.

## **Part 5B Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

## **Part 6 Subdivisions Code**

Complying Development under the Subdivisions Code may be carried out on all of the land.

## **Part 7 Demolition Code**

Complying Development under the Demolition Code may be carried out on all of the land.

## **Part 8 Fire Safety Code**

Complying Development under the Fire Safety Code may be carried out on all of the land.

## **Part 9 Agritourism and Farm Stay Accommodation Code**

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

### **(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No complying codes are varied under this clause in relation to the land.

## **5. Exempt Development**

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [\*State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008\*](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

### **Part 2 Exempt Development Codes**

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

### **(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No exempt development codes are varied under this clause in relation to the land.

## **6. Affected building notices and building product rectification orders**

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.



- (b) There is not a 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
- (c) There is not a 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.

In this section—

**affected building notice** has the same meaning the *Building Products (Safety) Act 2017, Part 4*.

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

## **7. Land reserved for acquisition**

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## **8. Road widening and road realignment**

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

## **9. Flood related development controls**

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

## **10. Council and other public authority policies on hazard risk restriction**

- (a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

(b) The following information applies to any policy as 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 a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

### **11. Bush fire prone land**

The land is not bush fire prone land.

### **12. Loose-fill asbestos insulation**

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

### **13. Mine Subsidence**

The land is not declared to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

### **14. Paper subdivision information**

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

### **15. Property vegetation plans**

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

### **16. Biodiversity Stewardship Sites**

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).



## **17. Biodiversity certified land**

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

## **18. Orders under Trees (Disputes Between Neighbours) Act 2006**

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

## **19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

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

Note—

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

## **20. Western Sydney Aerotropolis**

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

## **21. Development consent conditions for seniors housing**

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

## **22. Site compatibility certificate and conditions for affordable rental housing**

- (1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

## **23. Water or sewerage services**

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

## **Additional matters under the 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) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



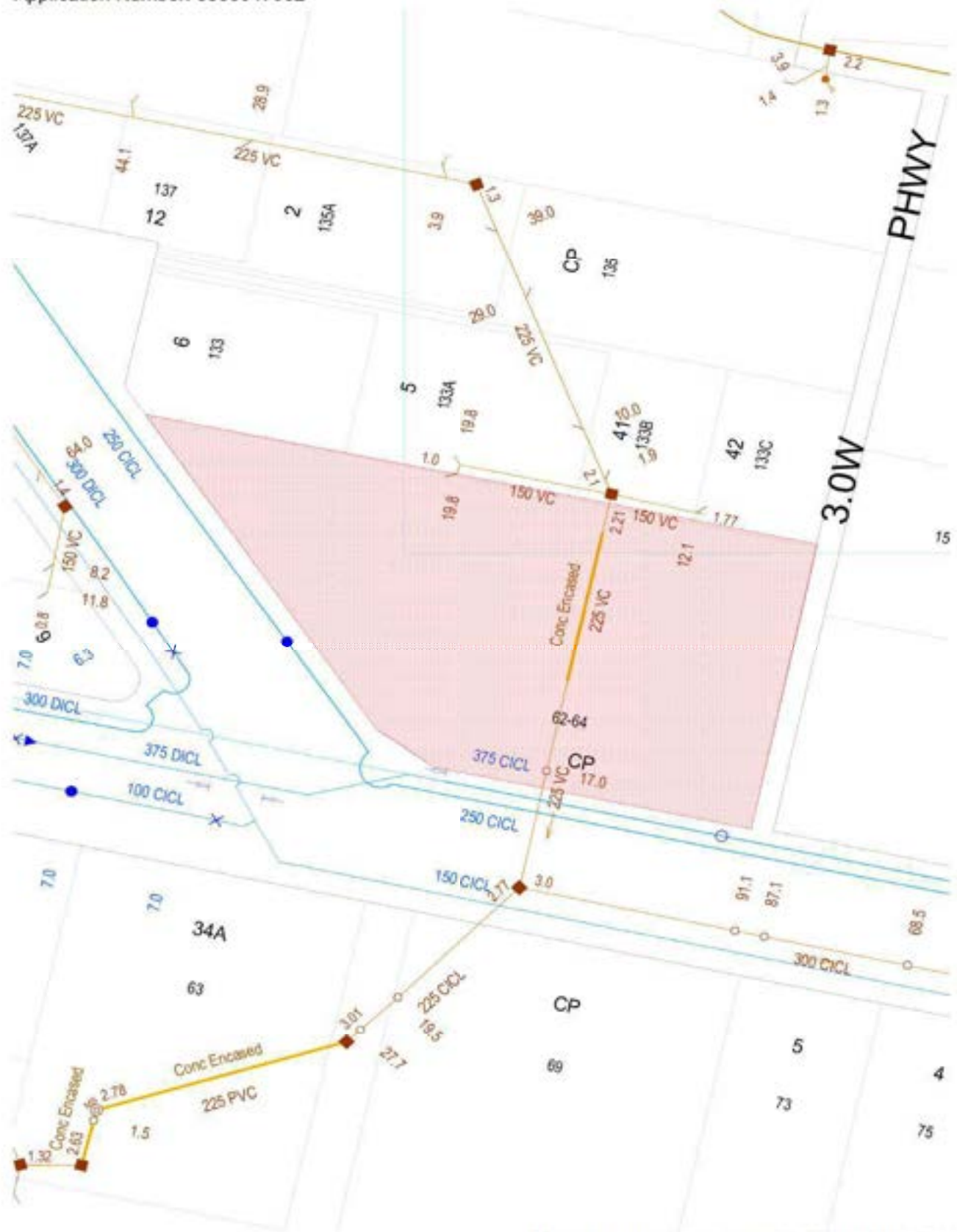
**Scott Phillips**  
**Chief Executive Officer**

**11/12/2024**



# Service Location Print

Application Number: 8003947952



Document generated at 11-12-2024 11:21:27 AM

## Disclaimer

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

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

### Disclaimer

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



## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

# SYDNEY WATER SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRINGAH

SUBURB OF DEE WHY

SSD 194594

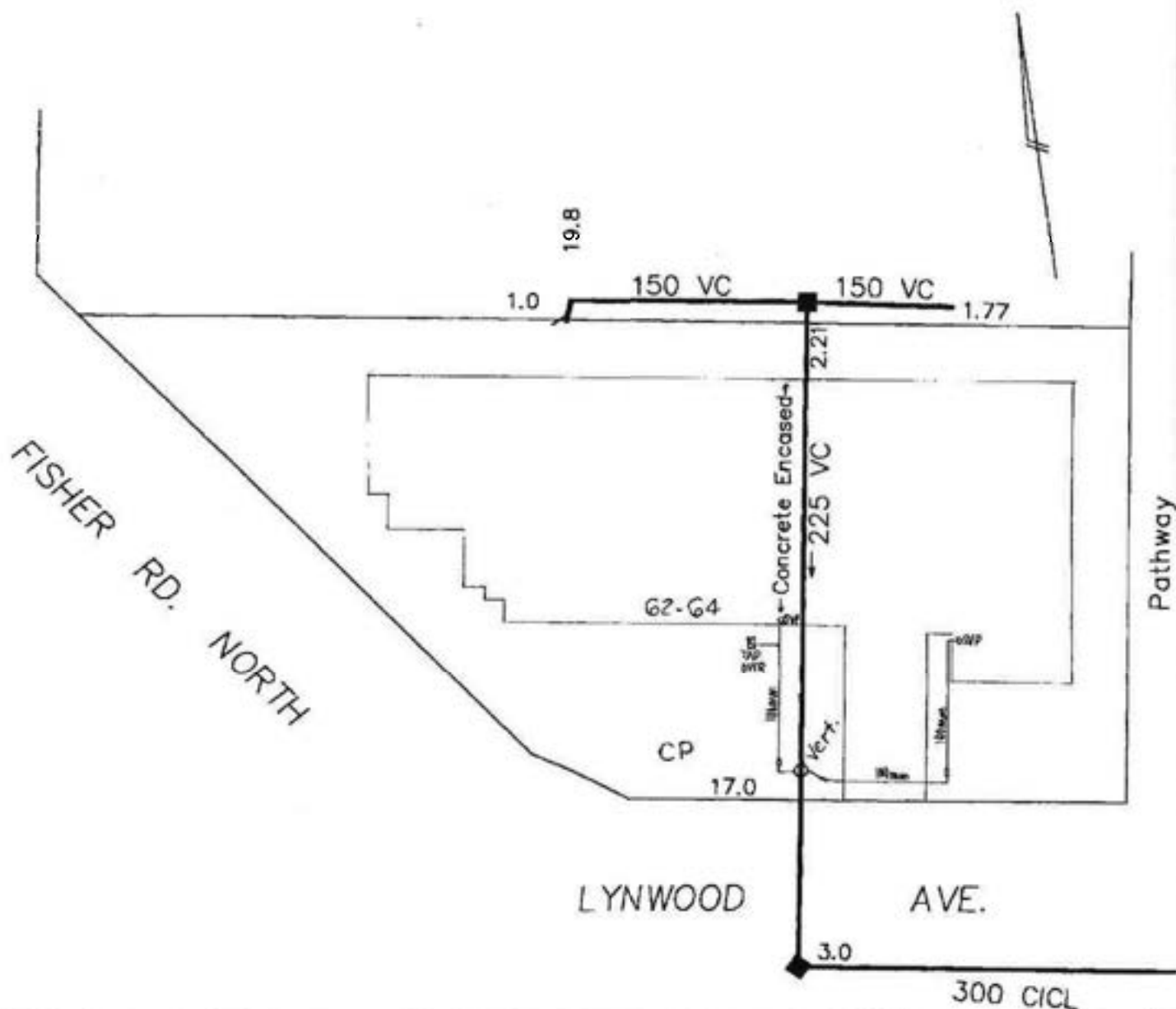
INDICATES - DRAINAGE FITTINGS				SYMBOLS AND ABBREVIATIONS				INDICATES - PLUMBING FIXTURES & OR FITTINGS				ELEC.			
1	Manhole	PP	P. Trap	CO	Clean out	Bld	Bidet	---	---	---	---	---	---	---	---
1 Chr	Chamber	R	Reflex Valve	O V	Vent Pipe	S	Shower	---	---	---	---	---	---	---	---
1/4	Lampole	---	Cleaning Eye	T	Tube	OW	Dishwasher	---	---	---	---	---	---	---	---
{	Boundary Trap	Vert	Vertical Pipe	K	Kitchen Sink	F	Floor Waste	---	---	---	---	---	---	---	---
1	Inspection Shaft	IP	Indust Pipe	W	Water Closet	M	Washing Machine	---	---	---	---	---	---	---	---
PH	PH	MF	Micro Flip	B	Bath Waste	BS	Bor Sink	---	---	---	---	---	---	---	---
IG	Grease Interceptor	RP	Rodding Point	H	Handbasin	LS	Lab Sink	---	---	---	---	---	---	---	---
1	Gully	---	Sloped Junction	INDICATES - PLUMBING ON MORE THAN ONE LEVEL				---	---	---	---	---	---	---	---
TMS	Terminal Maint. Shaft	---	Vertical Junction	O SVP	Soil Vent Pipe	OWS	Waste Stack	---	---	---	---	---	---	---	---
MS	Maintenance Shaft	---	On back Junction					---	---	---	---	---	---	---	---

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap REQUIRED

## SEWER AVAILABLE

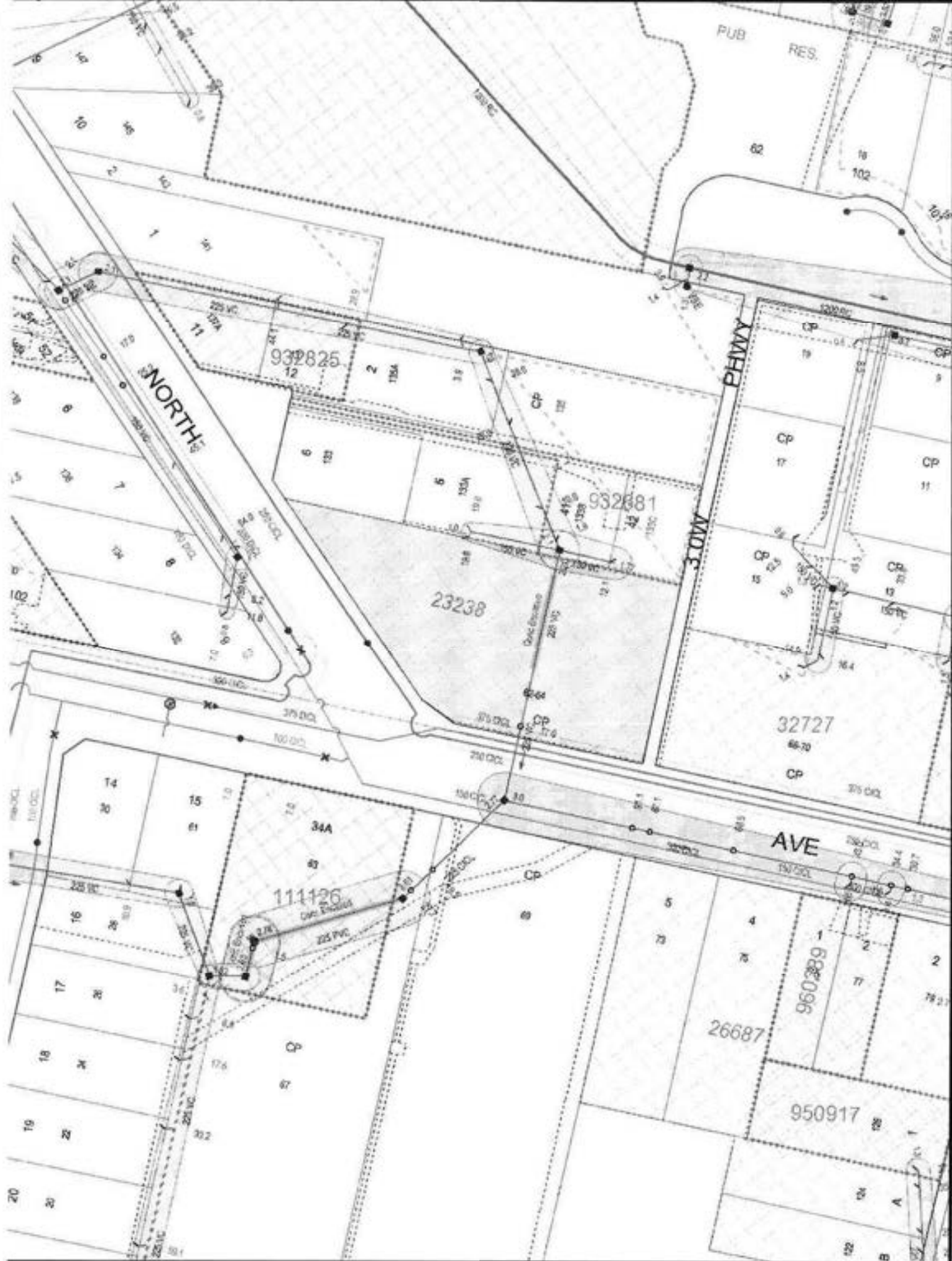
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.





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 herein are approximately only.

**My 7 Asset Management Pty Ltd  
ATF My 7 Asset Management Unit  
Trust**

Level 1, Suite 15, 888 Pittwater Road,  
Dee Why, New South Wales 2099

P: 0299719000

E: [hello@upstate.com.au](mailto:hello@upstate.com.au)

ABN: 83618189384

# UPSTATE

## Residential Tenancy Agreement

for

12/62-64 Lynwood Avenue, Cromer NSW 2099

This agreement is between **Lauren Hand Richard Hayman**  
and **Benjamin Forster, Carly Grigg.**



# Residential tenancy agreement

*Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))*

## IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON

AT

## BETWEEN

Landlord Name:

Landlord telephone number or other contact details:

~~If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:~~

**Note:** These details **must** be provided for landlord(s), whether or not there is a landlord's agent

Address for service of notices (can be an agent's address):

Suburb:

State:

Postcode:

**Note:** The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

Benjamin Forster: 04xxxxxxx, xxxxx@xxxxx.com  
Carly Grigg: 04xxxxxxx, xxxxx@xxxxx.com

**Landlord's agent details:** [If applicable]

Agent name:

My 7 Asset Management Pty Ltd ATF My 7 Asset  
Management Unit Trust

Address for service of notices (can be an agent's address):

Level 1, Suite 15, 888 Pittwater Road,

Suburb:

Dee Why

State:

New South Wales

Postcode:

2099

Contact details: [This must include a telephone number]:

Tel: 0299719000 , Email: hello@upstate.com.au ,

**Tenant's agent details:** [If applicable]

Agent name:

-

Address for service of notices (can be an agent's address):

-

Suburb:

-

State:

-

Postcode:

-

Contact details:

-

## Term of agreement

The term of this agreement is –

☐ 6 months

☐ 12 months

☐ 2 years

☐ 3 years

☐ 5 years

☒ Other (please specify)

52 Weeks

☐ Periodic (no end date)

starting on Sat 04/05/2024 and ending on Fri 02/05/2025 [Cross out if not applicable]

**Note:** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

## Residential premises

The residential premises are [Insert address]:

12/62-64 Lynwood Avenue, Cromer NSW 2099

The residential premises include:

1 x Lock up garage



## Rent:

The rent is \$  per  payable in advance starting on

*Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.*

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:

account number:

account name:

payment reference:

 , or

(b) to  at  by cash, 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 fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.*

## RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$  must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
- ☐ the landlord's agent, or
- ☒ NSW Fair Trading through Rental Bond Online.

*Note: All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.*

## IMPORTANT INFORMATION

### Maximum number of occupants

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

### Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical:	Name: S J Wood Electrical	Tel: 0410 360 046 or 0404 680 097
Plumbing:	Name: Hot Water Maintenance	Tel: 0459 130 060
Locksmiths:	Name: Barrenjoey Locksmiths	Tel: 02 9938 6600

## Water usage

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

☐ Yes ☒ No

If yes, see clauses 12 and 13.

## Utilities

Is *electricity* supplied to the premises from an embedded network?

☐ Yes ☒ No

Is *gas* supplied to the premises from an embedded network?

☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

## Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarms

☒ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☒ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

~~If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?~~

☐ Yes ☐ No

~~If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:~~

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☐ Yes ☒ No

## Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☒ Yes ☐ No

If yes, see clauses 38 and 39.

## Giving notices and other documents electronically<sup>[Cross out if not applicable]</sup>

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

*Note. You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.*

## Landlord



Does the landlord give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 50.

*[Specify email address to be used for the purpose of serving notices and documents.]*

☒ Yes

hello@upstate.com.au

☐ No

## Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Tenant consents to electronic service of notices ☒ YES ☐ NO

If yes, see clause 50.

*[Specify email address to be used for the purpose of serving notices and documents.]*

Benjamin Forster	xxxxx@xxxxx.com
Carly Grigg	xxxxx@xxxxx.com

## Condition report

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

## Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

# The 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 the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## RENT

3. The tenant agrees:
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date
4. The landlord agrees:
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the

purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

## RENT INCREASES

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

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

6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. The landlord and the tenant agree:
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS



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

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

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

*Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*

*Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises

are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

*Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
  - 11.6.1 are separately metered, or
  - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

*Note. Separately Metered is defined in section 3 of the Residential Tenancies Act 2010.*



12. The landlord agrees that the tenant is not required to pay water usage charges unless:
- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
  - 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
  - 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority,
  - 12.4 the residential premises have the following water efficiency measures:
    - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
    - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
    - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
    - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## **POSSESSION OF THE PREMISES**

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

## **TENANT'S RIGHT TO QUIET ENJOYMENT**

### **15. The landlord agrees:**

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

## **USE OF THE PREMISES BY TENANT**

### **16. The tenant agrees:**

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

### **17. The tenant agrees:**

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

### **18. The tenant agrees, when this agreement ends**



and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

*Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

### 19. The landlord agrees:

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

*Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:*

- a) are structurally sound, and*
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and*
- c) have adequate ventilation, and*
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and*
- e) have adequate plumbing and drainage, and*
- f) are connected to a water supply service or*

*infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and*

- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.*

*Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:*

- a) are in a reasonable state of repair, and*
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and*
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and*
- d) are not liable to collapse because they are rotted or otherwise defective.*

- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or



omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## URGENT REPAIRS

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

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 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

21. The landlord agrees:

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

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

23. The landlord and tenant agree:

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

## LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at



least 2 days notice each time,

- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's

agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## **PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**

- 28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

*Note. See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'.*

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

## **FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES**

- 30. The tenant agrees:**
- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing



the fixture or compensate the landlord for the reasonable cost of repair.

- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

*Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

## **LOCKS AND SECURITY DEVICES**

- 32. The landlord agrees:**

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

- 33. The tenant agrees:**

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a

tenant or occupant from having access) or unless the landlord agrees, and

- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

## **TRANSFER OF TENANCY OR SUB-LETTING**

- 35. The landlord and tenant agree that:**

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

*Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

- 36. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

## **CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT**

- 37. The landlord agrees:**

- 37.1** if the name and telephone number or contact details of the landlord change, to give the



tenant notice in writing of the change within 14 days, and

- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with: landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

## **COPY OF CERTAIN BY-LAWS TO BE PROVIDED**

*[Cross out clauses if not applicable]*

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

## **MITIGATION OF LOSS**

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

## **RENTAL BOND**

*[Cross out clauses if no rental bond is payable]*

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

## **SMOKE ALARMS**

- 42. **The landlord agrees to:**
  - 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
  - 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
  - 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
  - 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
  - 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
  - 42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
  - 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.



**Note 1.** Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

**43. The tenant agrees:**

**43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

**43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

**43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.**

**Note.** The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

## **SWIMMING POOLS**

[Cross out the following clause if there is no swimming pool]

~~**45.** The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises:~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

~~**46.** The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

~~**46.1** the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~**46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

~~**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~

## **LOOSE-FILL ASBESTOS INSULATION**

**47. The landlord agrees:**

**47.1** if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

**47.2** if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

## **COMBUSTIBLE CLADDING**

**48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:**

**48.1** that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire



safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## **SIGNIFICANT HEALTH OR SAFETY RISKS**

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

## **ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

50. The landlord and tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## **BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS**

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

*Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

*Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years*

## **ADDITIONAL TERMS**

*[Additional terms may be included in this agreement if:*

a) *both the landlord and the tenant agree to the terms, and*

b) *they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and*

c) *they do not conflict with the standard terms of this agreement.*



## ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

1 x Cat

54. The tenant agrees:

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4 to comply with any council requirements.

55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy

Insert any other agreed additional terms here. Attach a separate page if necessary.

1. Standard Additional Terms: The Landlord and Tenant agree that this addendum forms part of this Residential Tenancy Agreement.

1. Premises Conditions - The Tenant acknowledges that they are accepting possession of the premises in its current condition as inspected by themselves or a respective party on their behalf. Unless previously agreed to by all parties in writing there will be no alterations to the condition of the premises. Any comments regarding the condition of the premises can be noted on the condition report and returned to the agent within 7 days.

2. Cleaning upon vacating - It is expected that the Tenant returns the premises in an acceptable state of cleanliness. We strongly recommend the use of our suggested professional cleaners as this assists in ensuring a smooth transition within tenancies as once the Tenant provides vacant possession and keys are returned to our office they are not permitted to return to the premises to rectify any issues with the cleaning. If the Tenant fails to return the premises in an acceptable state of cleanliness, then a professional cleaner will be appointed to rectify the cleaning issues and charged at the tenant's expense.

3. Carpets - The Tenant understands and agrees that if they stain the carpets, they will be required to professionally clean them when they vacate the premises and provide a receipt to the Landlord's Agent as proof.

4. Curtains and Blinds - The Tenant understands and agrees that if they stain the curtains or blinds in the premises, they will be required to be professionally cleaned and provide a receipt to the Landlord's Agent as proof.

5. Light globes - All the light globes at the start of the tenancy should be working. After the tenancy commences, the Tenant is responsible for replacing the light globes if needed at their own cost. At the end of the tenancy the Tenant is responsible for ensuring all light globes are working. Failure to do this will result in funds being deducted from the bond to replace light globes.

6. Ventilation - The Tenant is responsible for ensuring that the premises are well ventilated at all times in order to prevent the growth of mould. The Tenant understands if any mould does appear on the walls or ceilings it must be cleaned immediately. If there continues to be an ongoing issue with mould, the Tenant must promptly inform the Landlord's Agent in writing. Failure to do this could leave the Tenant liable for rectification of damage caused by the mould.



7. Utilities - It is the Tenant's responsibility to arrange connection of all utilities to the premises at the commencement of tenancy and re-direct these services at the end of the tenancy. The Landlord is not responsible to cover the cost of utilities unless specified otherwise in this lease.

8. Telecommunication Services – The Tenant is responsible for investigating the availability of telephone lines, internet services, analogue, digital or cable television prior to the commencement of the lease. The Tenant should make their own enquiries as to the availability and adequacy of such services before entering into this agreement. The Tenant must request permission from the Landlord prior to the installation of any additional services or outlets required for the above. Installation of these services/outlets will all be at the cost of the tenant. The landlord gives no warranty in respect to the provisions or adequacy of such services to the premises.

9. Locks - The Tenant must request permission from the Landlord / Landlord's Agent prior to changing the locks. If approved, this will be at the Tenant's expense. The Tenant must supply the Landlords Agent with copies of all keys to the locks that have been changed.

10. Hooks and Hanging Objects - The Tenant must request permission from the Landlord / Landlord's Agent prior to placing any hooks or hanging objects at the premises, this includes 3M removable hooks, nails, screws and blu-tac. If such permission is granted, the Tenant understands that when vacating these objects must be removed and they are responsible for rectifying any damage to the walls or ceilings.

11. Smoking - The Tenant understands that they are not permitted to smoke inside the premises or common areas. Any damage caused to the premises by smoking, is the Tenants' responsibility and must be repaired prior to vacating the premises.

12. Pot Plants - The Tenant agrees not to place pot plants on any carpeted, stone or timber floors. This includes both internal and external surfaces for example a balcony. The Tenant will be liable for the cost of rectifying any damage to these surfaces.

13. Floorboards - The Tenant must have protectors on all their furniture where timber floors are present to reduce any unnecessary wear on the floors. Damage to timber flooring deemed due to the Tenants negligence or not adhering to these guidelines will not be deemed

fair wear and tear and will result in the Tenant rectifying any damage to the flooring prior to vacating.

14. Notice to Vacate - The Tenant must provide notice in writing to the Landlord's Agent of their intent to vacate the premises and ensure that it has been received and acknowledged by the agent. Notice will not be accepted over the phone or via text message.

15. Open for Inspections - The Tenant agrees that once they have advised the Landlord's Agent of their intention to vacate the premises, they will provide reasonable access for viewings to show prospective Tenant through the premises.

16. Bond Release - Bond money will not be released until the premises are completely vacated, cleaned, all keys are returned, the rent is paid up until the vacate date and the Landlords Agent is satisfied with the condition of the premises. A final inspection will then be carried out by the Landlord's Agent. The Tenant will be liable for rent up until the keys are returned to our office and all items are removed from the premises.

17. Rubbish - All rubbish must be removed from the premises prior to vacating. It is not acceptable for a Tenant to leave rubbish at the premises awaiting collection past the vacate date. Any rubbish or belongings left behind will be disposed of at the cost of the Tenant.

18. Blocked Drains -The Tenant agrees not to use any sink, basin, toilet, drain or like facility in or connected to the premises for any other intended use or do anything that might damage or block the plumbing drainage or sewage systems on the premises. If an internal drain is blocked and the blockage is found to be as a result of the Tenants negligence, the Tenant will be liable to pay the cost of repair. The Tenant should always attempt to clear the drain of any debris prior to contacting the agent.

19. Repairs - All repair requests must be submitted through in writing via email or through the advised maintenance portal. The Tenant is required to provide reasonable access for repairs and maintenance to be carried out.

20. Insurance - The Tenant is responsible for organizing their own contents insurance. The landlord's insurance will not cover the Tenants contents. The Tenant cannot claim any liability from the Landlord for the damage to their contents in the event of a claim.

21. Keys - The Tenant understands that they are responsible for all keys, remotes, security swipes and access fobs. If lost, damaged or stolen the



Tenant will be liable to pay for a replacement.

22. Subletting or Transfer - The Tenant must request permission in writing of their intention to sublet or transfer any part of the premises. If the Tenant does this without consent, they are breaching the terms of the Agreement. The Tenant is not permitted to list the premises on any online websites such as Air Bnb, Stayz, Gumtree or any other website that offer short-term letting. If the Tenant is found to be subletting the premises without the owner's permission, they will be issued with a 14-day termination notice to vacate the premises. The Tenant must not exceed the maximum number of permitted occupants stated on the agreement.

23. Electronic Notice(s)- The Tenant understands that all termination and increase notices will be served via email to the address provided at the commencement of the tenancy which appears on the front of this Residential Tenancy Agreement. The Tenant is responsible for ensuring that they provide the Landlord's Agent with the most up to date contact email at any time throughout the tenancy.

24. Appliances - The Tenant understands that they are responsible for the safe operation of all their own appliances and they should not be left on or unattended. If a Tenants appliance is found to be the cause of an electrical fault or fire in the premises, they will be responsible for any expense incurred due to the fault.

25. Access - The Tenant is required to provide access for all mandatory strata inspections, this includes and is not limited to fire inspections, window lock inspections, defect inspections and council inspections. If the Tenant fails to provide access, they will be liable to pay any penalty fees. The Tenant must make every attempt to ensure they are available as the Landlord's Agent will not always be available to attend on their behalf.

26. Air conditioning - The Tenant is responsible for cleaning the filters on all air conditioning units on a regular basis. If the Tenant fails to clean the filters and this causes a fault in the unit, the Tenant will be responsible for any costs associated with rectifying the issue.

27. Garden Maintenance - Unless stated otherwise and where applicable, the Tenant is responsible for ensuring the garden is maintained to the standard set at the beginning of the tenancy. Garden maintenance may include mowing, edging/pruning/trimming, weeding and watering.

28. Trades Access & Invoicing - If the Tenant requests maintenance to be attended to, a maintenance call is booked and access is

arranged with the tenant. If the tenant denies access to the premises on the scheduled day or if the fault of the repair is deemed to be caused by the tenant, the tenant will be charged for the service call.

#### Tenant Acknowledgement

1. Benjamin Forster viewed and acknowledged at Fri, 03/05/2024 16:01
2. Carly Grigg viewed and acknowledged at Fri, 03/05/2024 16:06



**2. Pet Clause: The tenant is granted permission to keep at the premises under the following conditions:**

1. The tenant will arrange to have the apartment fumigated for Fleas or Parasitises
1. The tenant will arrange to have the carpet steam cleaned and deodorised prior to vacating the property and be able to show receipts of work done.
1. The tenant will not allow the animal to wander on common property without supervision.
1. The tenant will repair any damage to the premises caused by the animal – if any damage occurs to the property as a result of the pet; the landlord/landlord's agent reserves the right to immediately revoke permission to keep the pet at the premises.
1. The landlord authorises a dog to be kept at the premises. Other than the pet approved by the landlord, the tenant will not keep any other animals of any kind on the rental premises, (even on a short-term or temporary basis), including dogs, cats, birds, fish, reptiles, or any other animals.
1. The tenant agrees that this agreement is only for the specific pet approved and will not harbour, substitute or "pet sit" any other pet, and we will remove any of the pet's offspring within 30 days of birth (should this occur).
1. The tenant agrees to abide by all local, city or state laws, licensing and health requirements regarding pets, including vaccinations.
1. The pet shall not cause any sort of nuisance or disturbance this includes and is not limited to excessive barking, digging,

defecating on common property. The tenant agrees to do whatever is necessary to minimize any disturbance caused by the pet and will take steps to immediately rectify complaints made by neighbours or other tenants.

1. Appropriate floor coverings must be put down to insulate against the noise of the animal's footsteps.
1. The tenant understands that failure to comply with these terms shall give the Landlord/Landlord's Agent the right to revoke permission to keep the pet, and is also grounds for further action. Should permission be revoked due to a breach of the above, removal of the pet will be required immediately.

**NOTES**

**1. Definitions**

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

## 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

## 3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

## 4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

## 5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or

cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

## 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.



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

*Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.*

**SIGNED BY THE LANDLORD/AGENT**

AGENT : **Sacha Frizzell** on behalf of **Lauren Hand Richard Hayman** (Landlord)

*Sacha Frizzell*

*Signed at Fri, 03/05/2024 16:10*

**3. LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

AGENT : **Sacha Frizzell** on behalf of **Lauren Hand Richard Hayman** (Landlord)

*Sacha Frizzell*

*Signed at Fri, 03/05/2024 16:10*

**SIGNED BY TENANT(S)**

Tenant 1: **Benjamin Forster**



*Signed at Fri, 03/05/2024 16:02*

Tenant 2: **Carly Grigg**



*Signed at Fri, 03/05/2024 16:07*

## TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Tenant 1: **Benjamin Forster**



*Signed at Fri, 03/05/2024 16:02*

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

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

## AUDIT TRAIL

### Benjamin Forster (Tenant)

- Fri, 03/05/2024 15:58 - Benjamin Forster clicked 'start' button to view the Residential Tenancy Agreement
- Fri, 03/05/2024 16:02 - Benjamin Forster stamped saved signature the Residential Tenancy Agreement
- Fri, 03/05/2024 16:02 - Benjamin Forster submitted the Residential Tenancy Agreement

### Carly Grigg (Tenant)

- Fri, 03/05/2024 16:04 - Carly Grigg clicked 'start' button to view the Residential Tenancy Agreement
- Fri, 03/05/2024 16:07 - Carly Grigg stamped saved signature the Residential Tenancy Agreement
- Fri, 03/05/2024 16:07 - Carly Grigg submitted the Residential Tenancy Agreement

### Sacha Frizzell (AGENT)

- Fri, 03/05/2024 16:10 - Sacha Frizzell clicked 'start' button to view the Residential Tenancy Agreement
- Fri, 03/05/2024 16:10 - Sacha Frizzell stamped saved signature the Residential Tenancy Agreement
- Fri, 03/05/2024 16:10 - Sacha Frizzell submitted the Residential Tenancy Agreement

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AGREEMENT END

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## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
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 allotment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

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

### Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. 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?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

### Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
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 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
  - (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
16. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 17.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

#### **Affectations, notices and claims**

20. 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 rights appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.



- (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (iv) any realignment or proposed realignment of any road adjoining them?
  - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
  - (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 21.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (ii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

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

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

#### **Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
40. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

#### **Capacity**

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

#### **Requisitions and transfer**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
47. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
48. If any document created for 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.
49. Searches, surveys and enquiries must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

#### **Off the plan contract**

52. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
  - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
  - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
  - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S71130/12	Unit 12, 62-64 LYNWOOD AVE CROMER 2099	\$274 400	Not Opted In

There is no land tax (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,



Scott Johnston

Chief Commissioner of State Revenue

**Who is protected by a clearance certificate?**

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

**When is a certificate clear from land tax?**

A certificate may be issued as 'clear' if:

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

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

**When is a certificate not clear from land tax?**

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

**How do I clear a certificate?**

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

**How do I get an updated certificate?**

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

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

**Land value, tax rates and thresholds**

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



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.