

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	My Property Epping 111G Midson Road, Epping, NSW 2121	Phone: 9868 4888 Fax: 9868 4848
Co-agent		
Vendor	Janey Gu 167//1-3 Beresford Road, Strathfield, NSW 2135	
Vendor's Solicitor	Connected Conveyancing Online 13 McGuire Crescent, Bardia NSW 2565	Phone: 0458 115 386 Fax: 02 9475 0744 Ref: CM:2015 -248
Completion date	42 days from the date of this Contract (clause 15)	
Land (Address, plan details and title reference)	167/1-3 Beresford Road, Strathfield, New South Wales 2135 Registered Plan: Lot 167 Plan SP 67782 Folio Identifier 167/SP67782	

Improvements ☐ VACANT POSSESSION ☒ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace x 2 ☐ none

☐ other:

Attached copies ☐ Documents in the List of Documents as marked or as numbered:
☐ Other documents:

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

Inclusions ☒ blinds ☐ curtains ☒ insect screens ☒ stove
☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☐ pool equipment
☐ clothes line ☒ fixed floor coverings ☒ range hood ☐ TV antenna
☐ other: Dryer

Exclusions **Outdoor BBQ**

Purchaser

Purchaser's solicitor

Price \$ _____
 Deposit \$ _____ (10% of the price, unless otherwise stated)
 Balance \$ _____
 Contract date _____ (if not stated, the date this contract was made)

Vendor

Witness

GST AMOUNT (optional)

The price includes

GST of:

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

Guardian Strata

GPO Box 4259, SYDNEY NSW 2001

Phone: 8030 8950

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) ☐ 7 section 149(5) information included in that certificate ☐ 8 sewerage connections diagram ☒ 9 sewer mains diagram ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 section 88G certificate (positive covenant) ☐ 12 survey report ☐ 13 section 317A certificate (certificate of compliance) ☐ 14 building certificate given under <i>legislation</i> ☐ 15 insurance certificate (Home Building Act 1989) ☐ 16 brochure or note (Home Building Act 1989) ☐ 17 section 24 certificate (Swimming Pools Act 1992) ☐ 18 lease (with every relevant memorandum or variation) ☐ 19 other document relevant to tenancies ☐ 20 old system document ☐ 21 Crown tenure card ☐ 22 Crown purchase statement of account ☒ 23 ~~Statutory declaration regarding vendor duty~~	☒ 24 property certificate for strata common property ☒ 25 plan creating strata common property ☐ 26 strata by-laws not set out in <i>legislation</i> ☐ 27 strata development contract or statement ☐ 28 strata management statement ☐ 29 leasehold strata - lease of lot and common property ☐ 30 property certificate for neighbourhood property ☐ 31 plan creating neighbourhood property ☐ 32 neighbourhood development contract ☐ 33 neighbourhood management statement ☐ 34 property certificate for precinct property ☐ 35 plan creating precinct property ☐ 36 precinct development contract ☐ 37 precinct management statement ☐ 38 property certificate for community property ☐ 39 plan creating community property ☐ 40 community development contract ☐ 41 community management statement ☐ 42 document disclosing a change of by-laws ☐ 43 document disclosing a change in a development or management contract or statement ☐ 44 document disclosing a change in boundaries ☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ Licensed Conveyancer/Solicitor currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **167/1-3 Beresford Road, STRATHFIELD**, from **Janey Gu** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Janey Gu** and am not employed in the legal practice of a solicitor acting for **Janey Gu** nor am I a member or employee of a firm of which a solicitor acting for **Janey Gu** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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 <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

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

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
 - 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
 - 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
 - 4.5.3 if the vendor complies with clause 4.5.1 -
 - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.

8 Vendor's right to rescind

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can -
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either -
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be 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.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year -
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Completion date

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

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

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
 - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

21 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 clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the *property*' includes any interest in common property for the scheme associated with the lot;
 - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*;
 or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening -
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;
- 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision;
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening -
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

Guardian Strata
GPO Box 4259
SYDNEY NSW 2001

Dear Sirs

Re: Gu Proposed Sale
Property: 167/1-3 Beresford Road, Strathfield
Strata plan: 67782

We act for Janey Gu the owner of the above property and hereby authorise prospective purchasers or their representative to inspect the strata records for the above property and obtain copies of such records as they may require.

Yours faithfully



Christie Murphy
Connected Conveyancing Online
13 July 2016

Special conditions

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

BETWEEN

Janey Gu

(Vendor)

And

(Purchaser)

1. Amendments

Amendments to printed clauses 1 to 29 (inclusive) of this contract are amended as follows:

- (a) In printed clause 7.1.1, the numeral '5' is replaced with the numeral '1'.
- (b) Printed clause 14.4.1 is deleted.
- (c) Printed clause 14.4.2 is deleted.
- (d) In printed clause 16.5, the words 'plus another 20% of that fee' are deleted;
- (e) Printed clause 16.8 is 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 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.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Late completion

If the Purchaser does not complete this contract on or before the Completion Date, then on completion the Purchaser must pay to the Vendor interest on the balance of the price from but excluding the Completion Date to the date of actual completion at the rate of 10% per annum and adjustments are to be made as at the earliest of the Completion Date, the date possession is given to the Purchaser and the date of actual completion.

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. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

10. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

11. Deposit payable during cooling off period

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price;
and
- (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

12. Exchange on less than 10% deposit

Although a full 10% deposit is payable by the purchaser, if the vendor agrees to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange the balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof.

13. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser, the guarantors, as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser, and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This

guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

Signature of Guarantor

Signature of Guarantor

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 167/SP67782

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2016	1:29 PM	4	11/4/2015

LAND

LOT 167 IN STRATA PLAN 67782
AT HOMEBUSH
LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

JANEY GU

(T AE797330)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP67782
- 2 AJ389327 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Gu

PRINTED ON 13/7/2016

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP67782

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2016	1:29 PM	2	30/11/2011

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 67782
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HOMEBUSH
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP67782

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 67782
ADDRESS FOR SERVICE OF NOTICES:
1-3 BERESFORD ROAD
STRATHFIELD 2135

SECOND SCHEDULE (5 NOTIFICATIONS)

- * 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
- * 3 8562760 LEASE TO AUSGRID (SEE AJ106995) OF SUBSTATION NO 7956 TOGETHER WITH THE RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES SHOWN IN PLAN WITH 8562760 (PAGE 3). EXPIRES: 31/1/2052.
- 4 SP67782 POSITIVE COVENANT
- 5 AG652620 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 5477)

STRATA PLAN 67782

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

END OF PAGE 1 - CONTINUED OVER

Gu

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FOLIO: CP/SP67782

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 5477) (CONTINUED)

STRATA PLAN 67782

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
29	- 24	30	- 30	31	- 27	32	- 27
33	- 27	34	- 27	35	- 24	36	- 30
37	- 24	38	- 27	39	- 27	40	- 30
41	- 30	42	- 27	43	- 27	44	- 27
45	- 30	46	- 30	47	- 27	48	- 27
49	- 27	50	- 27	51	- 27	52	- 30
53	- 30	54	- 27	55	- 27	56	- 27
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197	- 24	198	- 27	199	- 27	200	- 27
201	- 28	202	- 28				

END OF PAGE 2 - CONTINUED OVER

Gu

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FOLIO: CP/SP67782

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Gu

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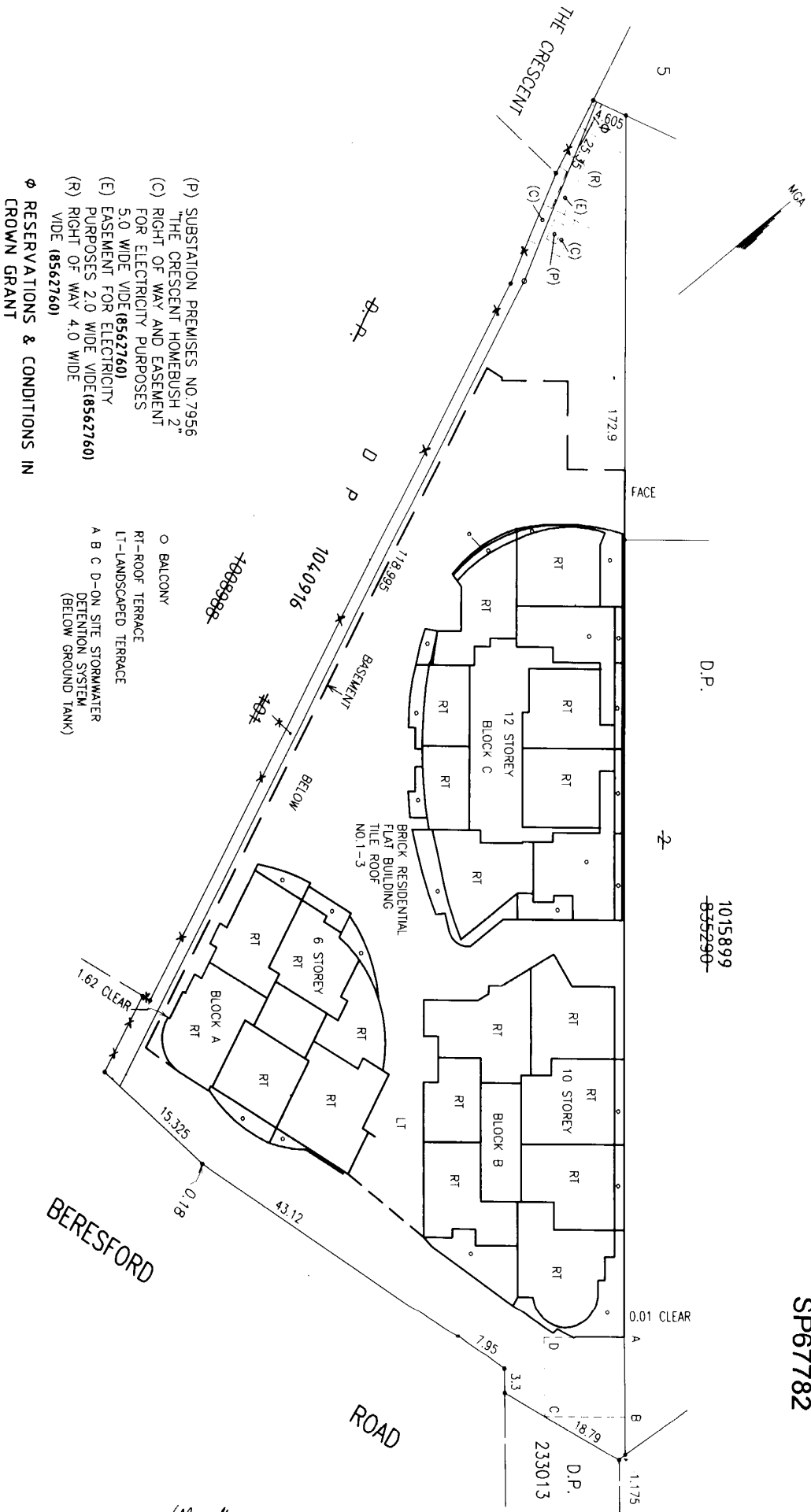
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

FORM 2

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Sheet No. 2 of 32 Sheets

SP67782



LOCATION PLAN

Reduction Ratio 1:500

Lengths are in metres

Registered Surveyor
V. Mansell

Authorised Person/General Manager/Ascertained Officer
[Signature]

SURVEYORS REFERENCE: 200196

AMENDED 10/5/02 *V. Mansell*

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SP67782

SCHEDULE OF UNIT ENTITLEMENT

[illegible]

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

Authorized Person/General Manager/Accredited Certificate

SURVEYORS REFERENCE: 200196

SP67782

SHEET 5 ADJOINS

COLUMNS SHOWN FOR DIAGRAMMATIC PURPOSES ONLY
DIMENSIONS SHOWN TO BE ADOPTED FOR DEFINING CAR
SPACES UNLESS SHOWN OTHERWISE

AREAS ARE APPROXIMATE

4 - CENTRELINE OF COLUMNS

V - VISITOR PARKING

Ø - COMMON PROPERTY



AMENDED 10/5/02 V. Mansell

OFFICE USE ONLY

FORM 2

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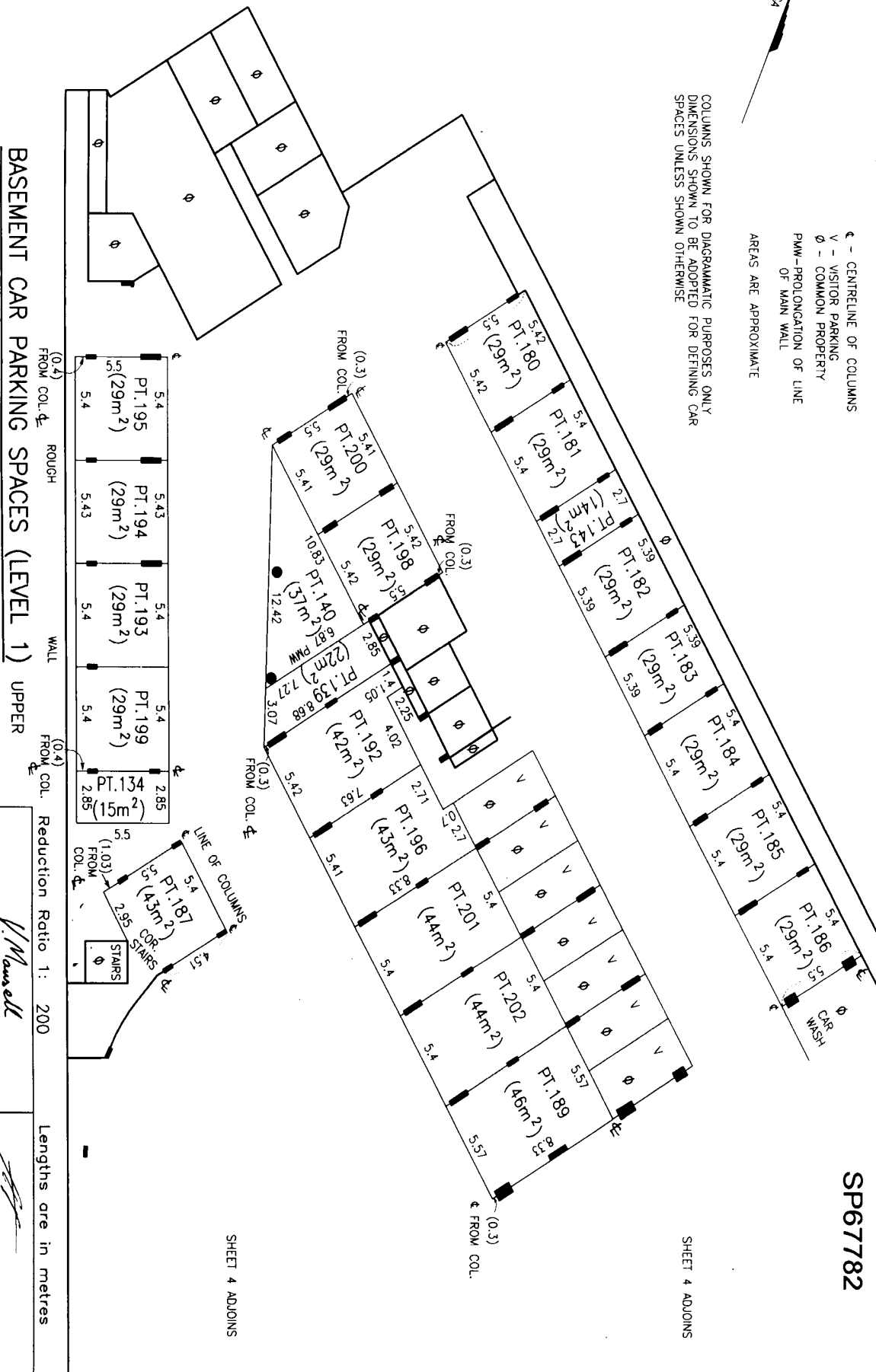
Sheet No. 5 of 32 Sheets

SP67782



- CL - CENTRELINE OF COLUMNS
- V - VISITOR PARKING
- Ø - COMMON PROPERTY
- PMW - PROLONGATION OF LINE OF MAIN WALL
- AREAS ARE APPROXIMATE

COLUMNS SHOWN FOR DIAGRAMMATIC PURPOSES ONLY
 DIMENSIONS SHOWN TO BE ADOPTED FOR DEFINING CAR
 SPACES UNLESS SHOWN OTHERWISE



BASEMENT CAR PARKING SPACES (LEVEL 1) UPPER

ROUGH CAR PARKING WALL FROM COL. (0.4) FROM COL. (0.4) Reduction Ratio 1: 200

Lengths are in metres

SURVEYORS REFERENCE: 200196

Registered Surveyor

Authorised Person/General Manager/Managing Director

AMEND 10/5/02 V. Mansell

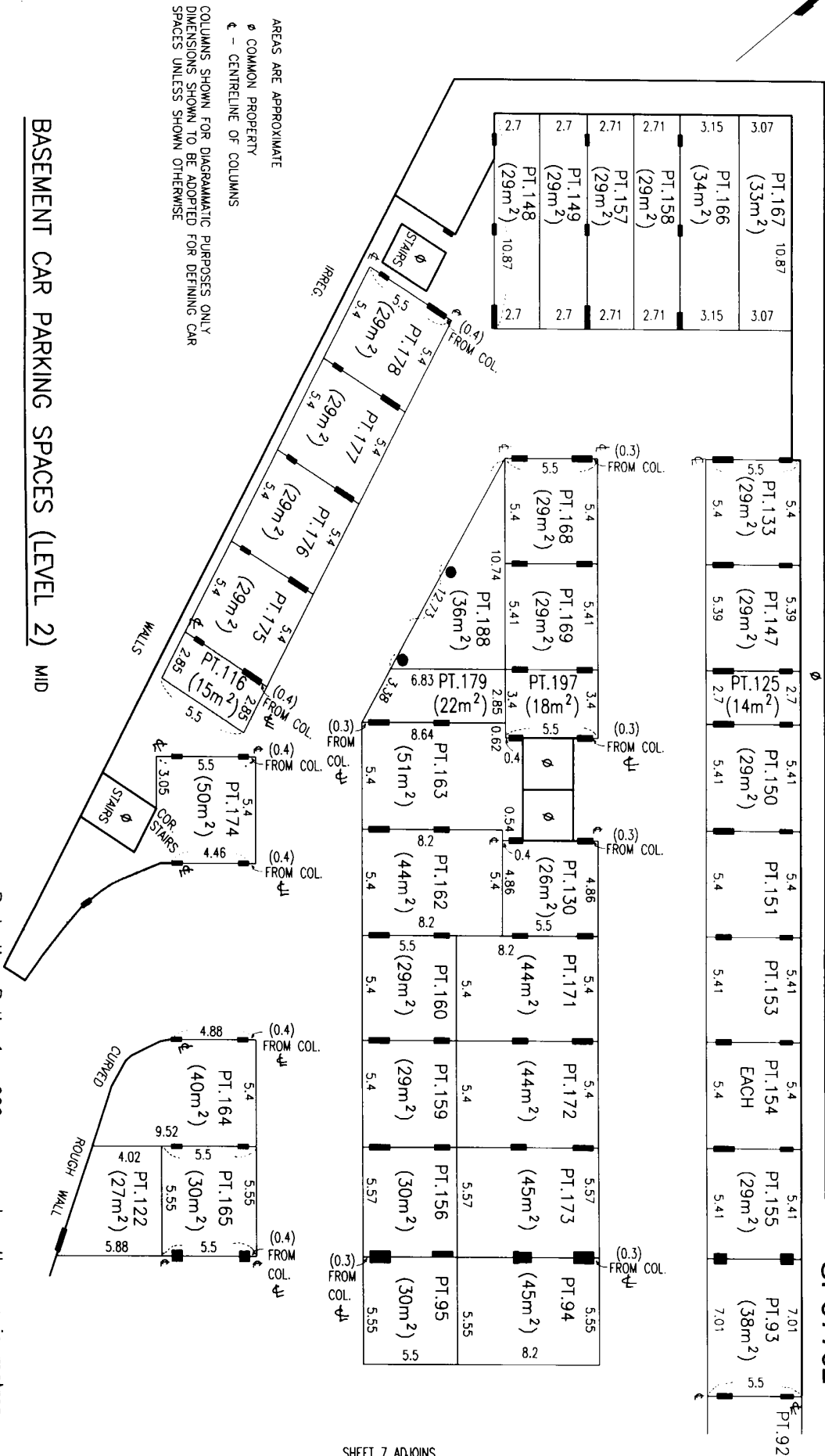
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Sheet No. 6 of 32 Sheets

SP67782



SHEET 7 ADJOINS

AMENDED 10/5/02 V.Mansell

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SURVEYORS REFERENCE: 200196

V.Mansell
 Registered Surveyor

Authorised Person/Control Manager/Recording Officer

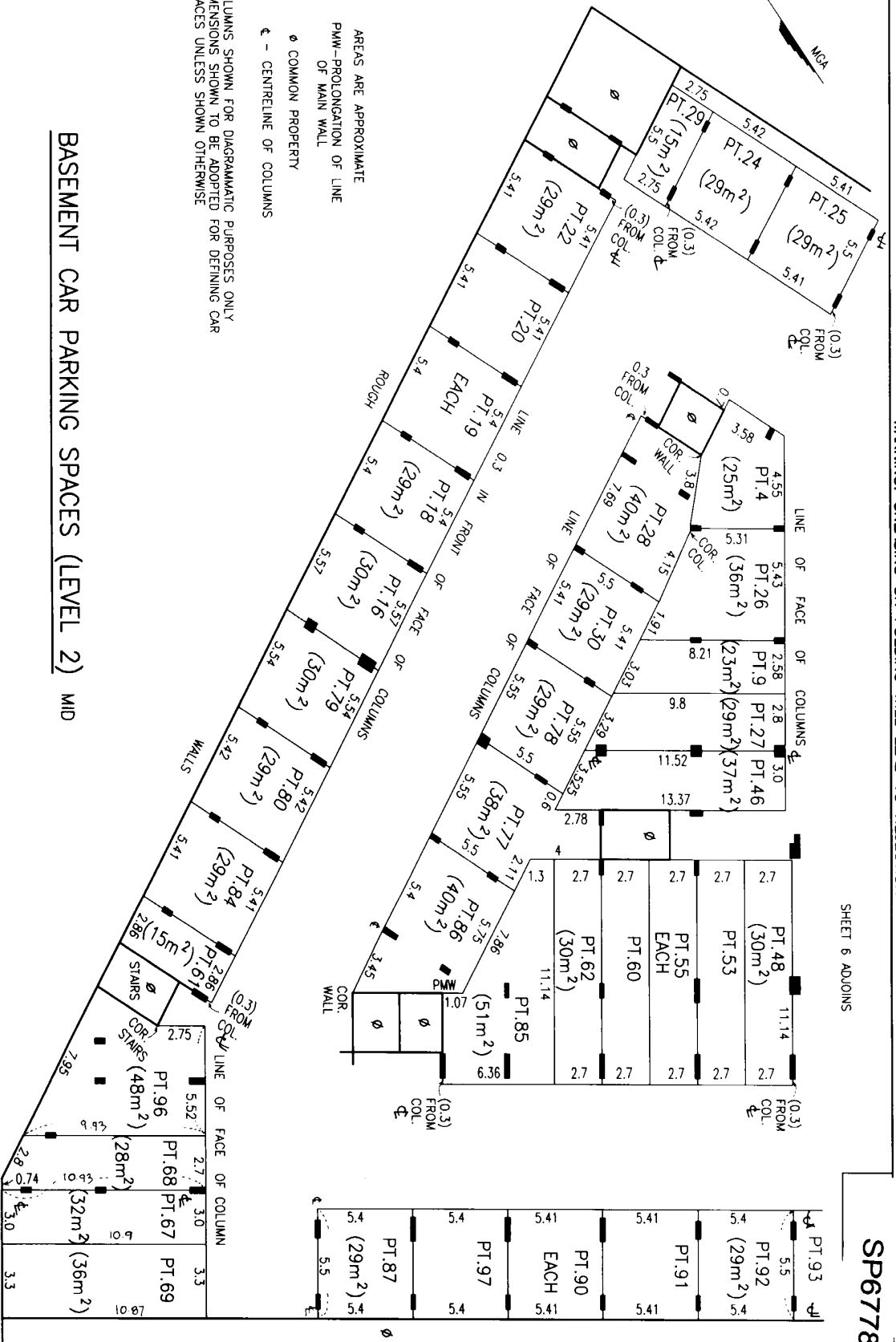
FORM 2

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Sheet No. 7 of 32 Sheets

SP67782

SHEET 6 ADJOINS



AREAS ARE APPROXIMATE
 P.W.-PROLONGATION OF LINE
 OF MAIN WALL
 Ø COMMON PROPERTY
 € - CENTRELINE OF COLUMNS
 COLUMNS SHOWN FOR DIAGRAMMATIC PURPOSES ONLY
 DIMENSIONS SHOWN TO BE ADOPTED FOR DEFINING CAR
 SPACES UNLESS SHOWN OTHERWISE

BASEMENT CAR PARKING SPACES (LEVEL 2) MID

Reduction Ratio 1: 200

Lengths are in metres

SURVEYORS REFERENCE: 200196

Registered Surveyor

V. Mansell

Authorised Person/Owner/Manager/Inspector/Carline

AMENDED 10/5/02 V. Mansell

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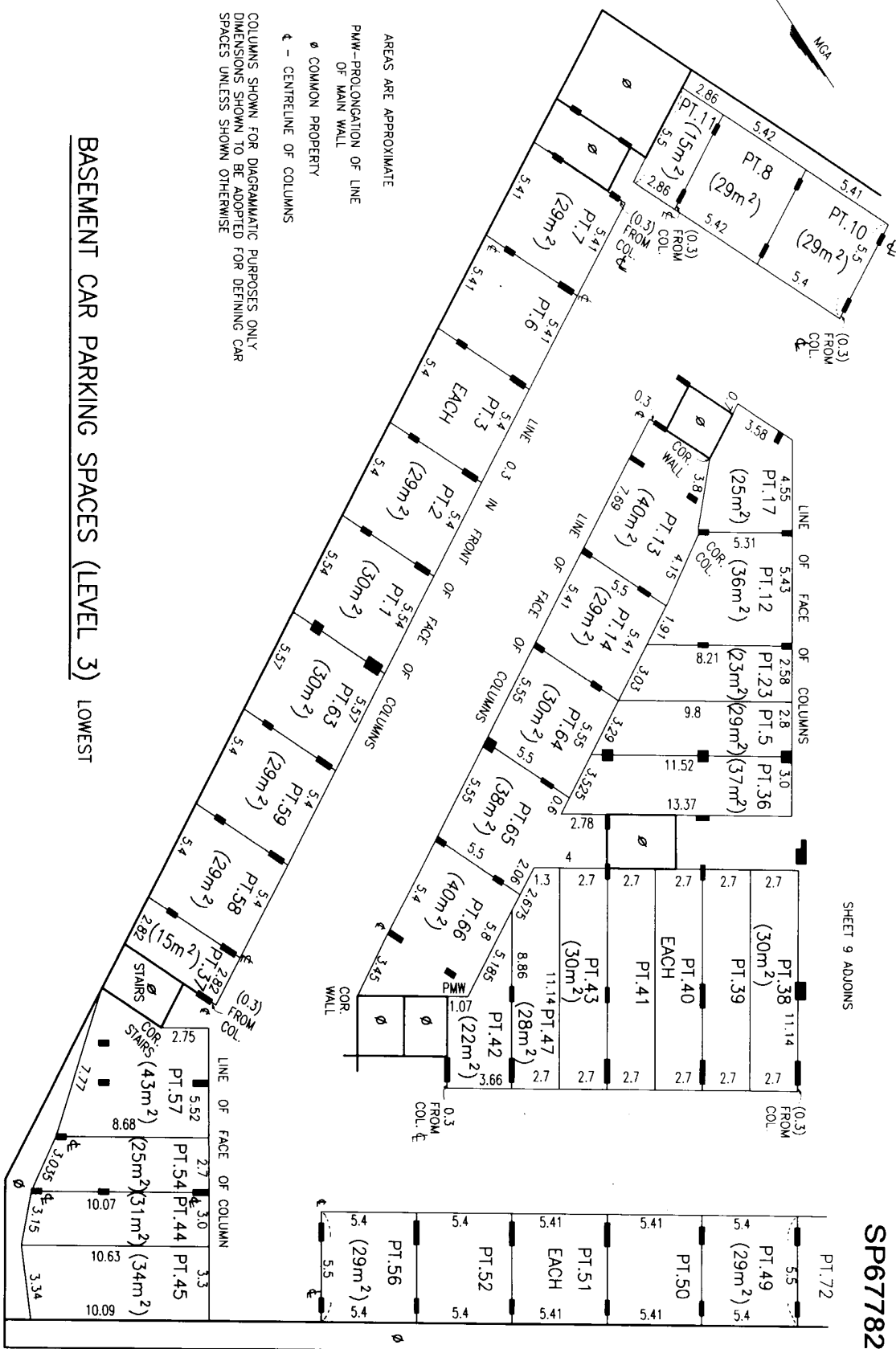
FORM 2

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SP67782

SHEET 9 ADJOINS



AREAS ARE APPROXIMATE
 PMW-PROLONGATION OF LINE
 OF MAIN WALL
 Ø COMMON PROPERTY
 ± - CENTRELINE OF COLUMNS
 COLUMNS SHOWN FOR DIAGRAMATIC PURPOSES ONLY
 DIMENSIONS SHOWN TO BE ADOPTED FOR DEFINING CAR
 SPACES UNLESS SHOWN OTHERWISE

BASEMENT CAR PARKING SPACES (LEVEL 3) LOWEST

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Authorised Person/Deputy Manager/Recording Officer

SURVEYORS REFERENCE: 200196

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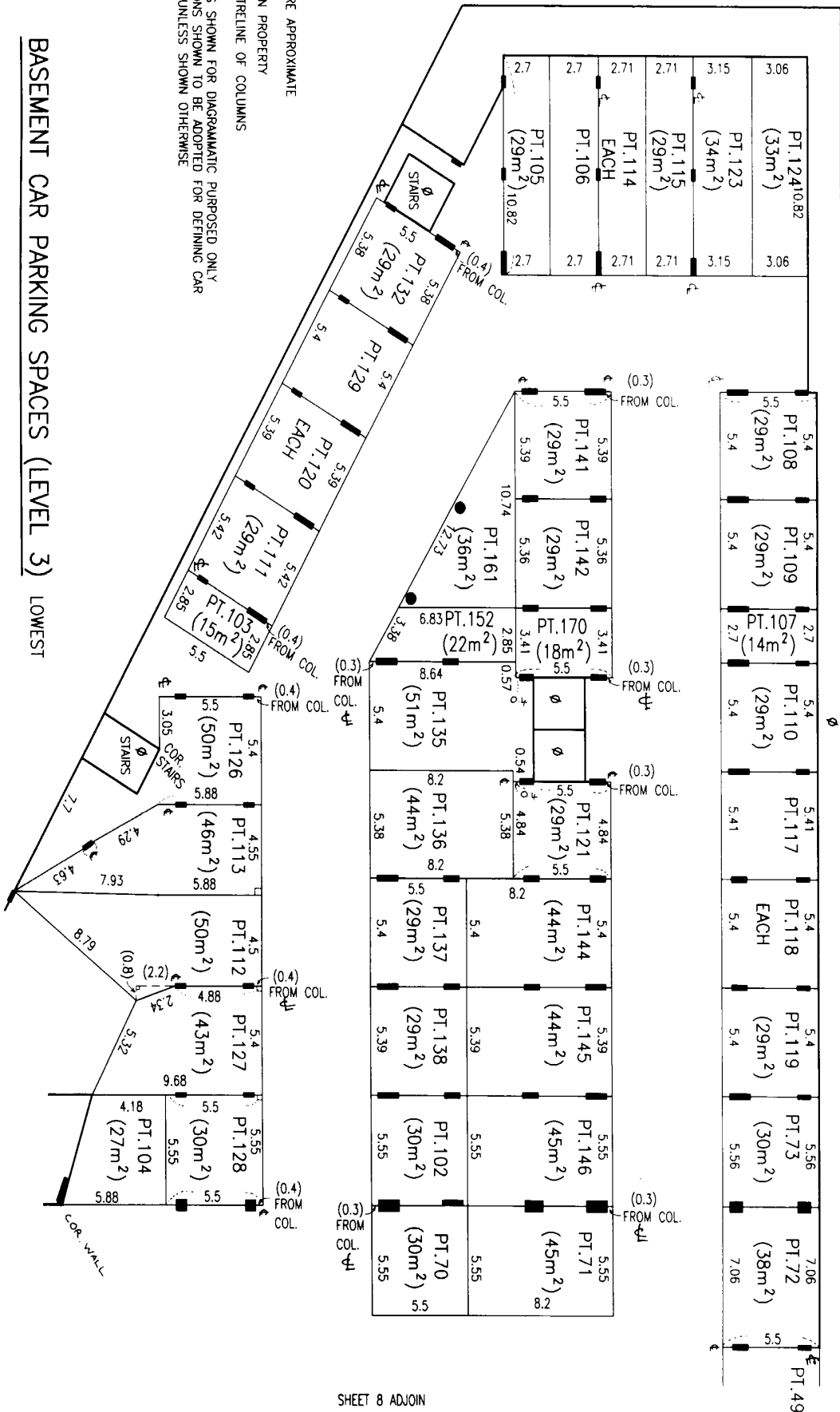
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SP67782

BASEMENT CAR PARKING SPACES (LEVEL 3) LOWEST

AREAS ARE APPROXIMATE
 COMMON PROPERTY
 CENTRELINE OF COLUMNS
 COLUMNS SHOWN FOR DIAGRAMMATIC PURPOSES ONLY
 DIMENSIONS SHOWN TO BE ADOPTED FOR DEFINING CAR
 SPACES UNLESS SHOWN OTHERWISE



SHEET 8 ADJOIN

AMENDED 10/5/02 V. Manell

OFFICE USE ONLY

SURVEYORS REFERENCE: 200196

Registered Surveyor

V. Manell

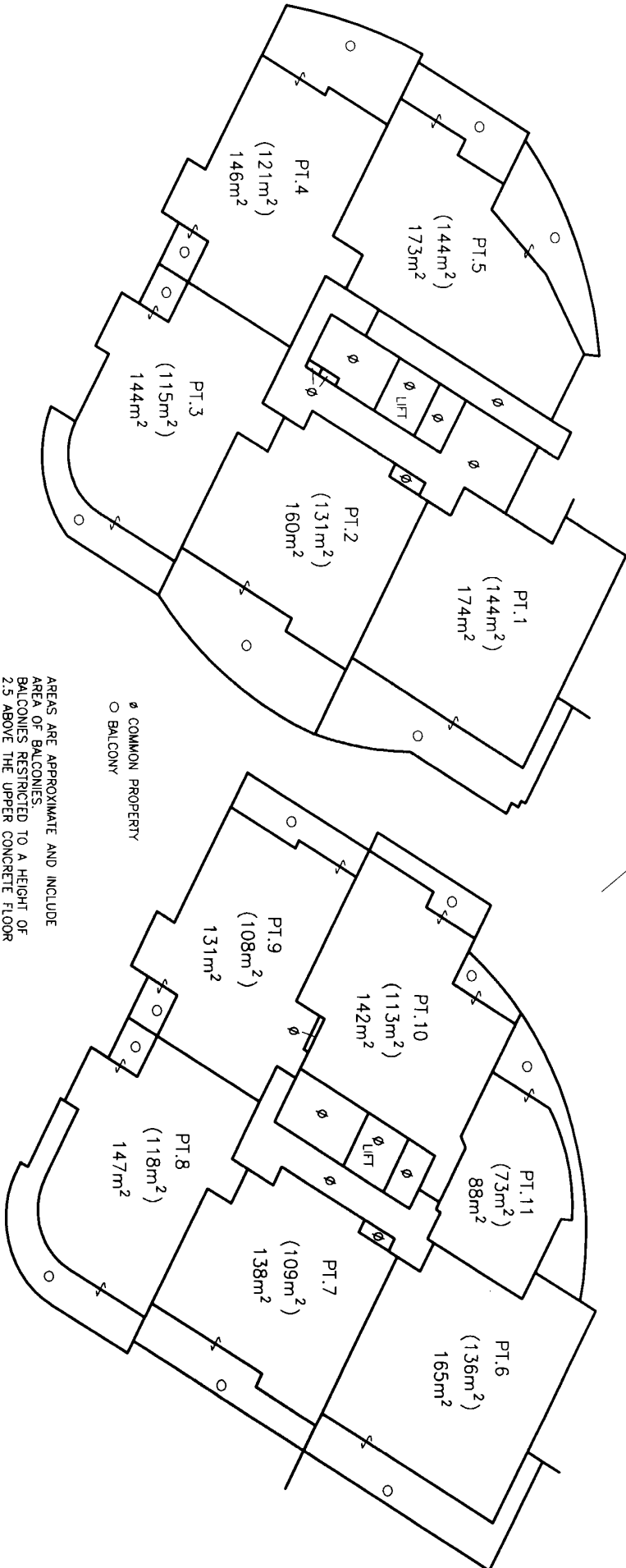
Authorised Person/Personal Manager/Deputising Officer

FORM 2

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SP67782



GROUND FLOOR (BLOCK A)
LEVEL 1

LEVEL 2 (BLOCK A)

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

SURVEYORS REFERENCE: 200196

Registered Surveyor

Authorised Person/Personnel/Manager/Assistant/Carver

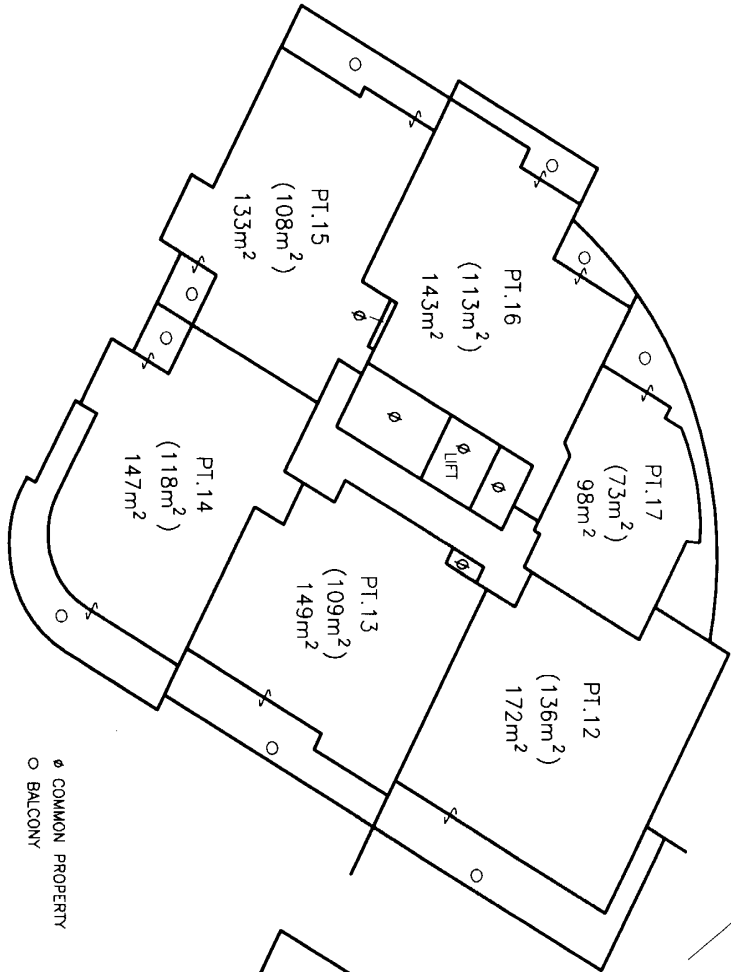
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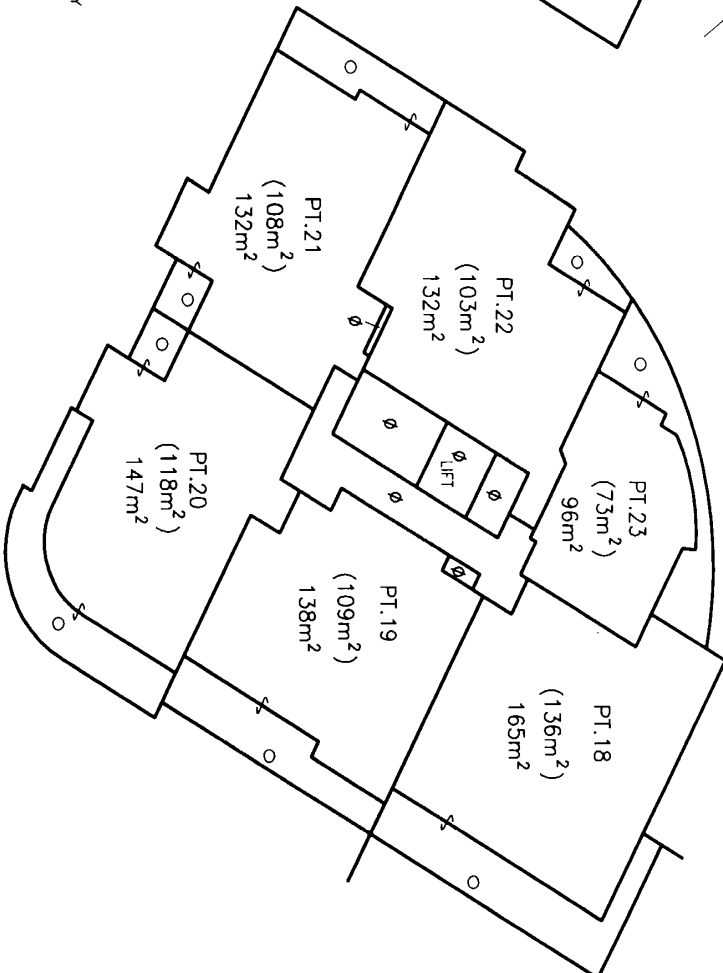
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SP67782



LEVEL 3 (BLOCK A)



LEVEL 4 (BLOCK A)

Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
 Registered Surveyor

[Signature]
 Authorized Person/Owner/Manager/Developer/Builder

SURVEYORS REFERENCE: 200196

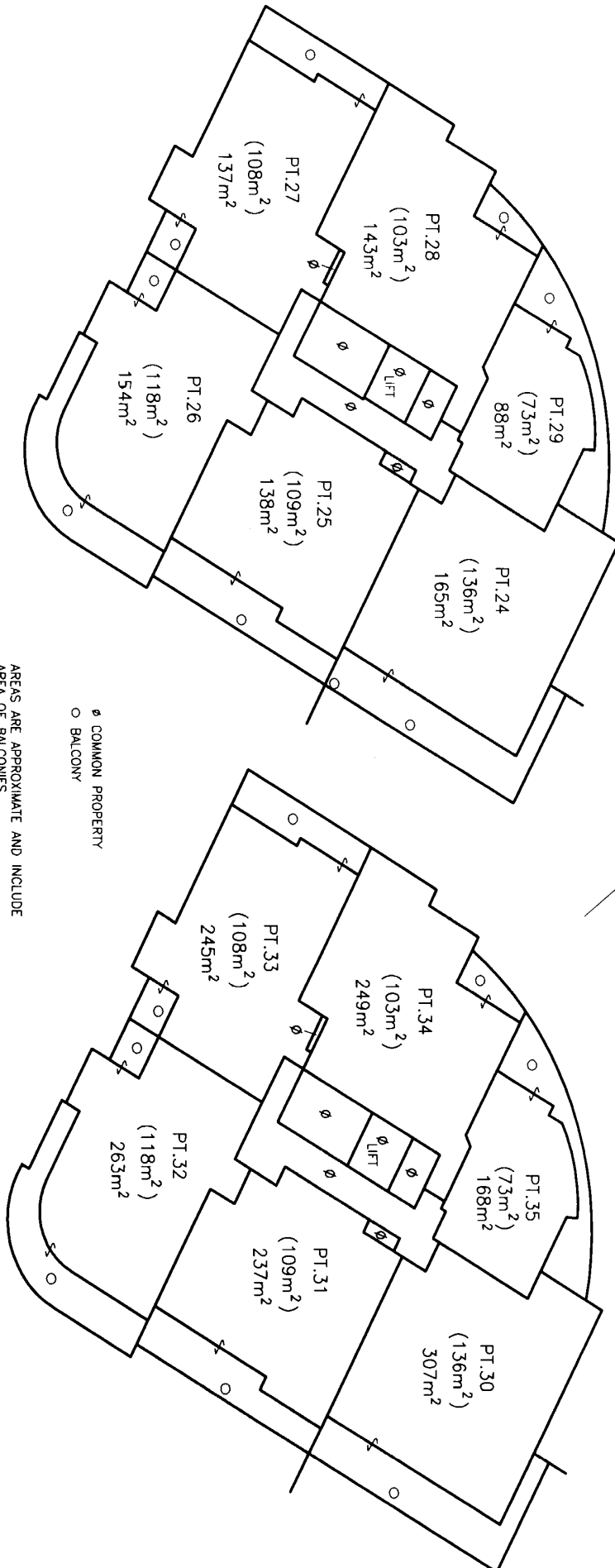
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FORM 2

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SP67782



LEVEL 5 (BLOCK A)

LEVEL 6 (BLOCK A)

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Authorised Person/Classified Manager/Authorised Officer

SURVEYORS REFERENCE: 200196

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FORM 2

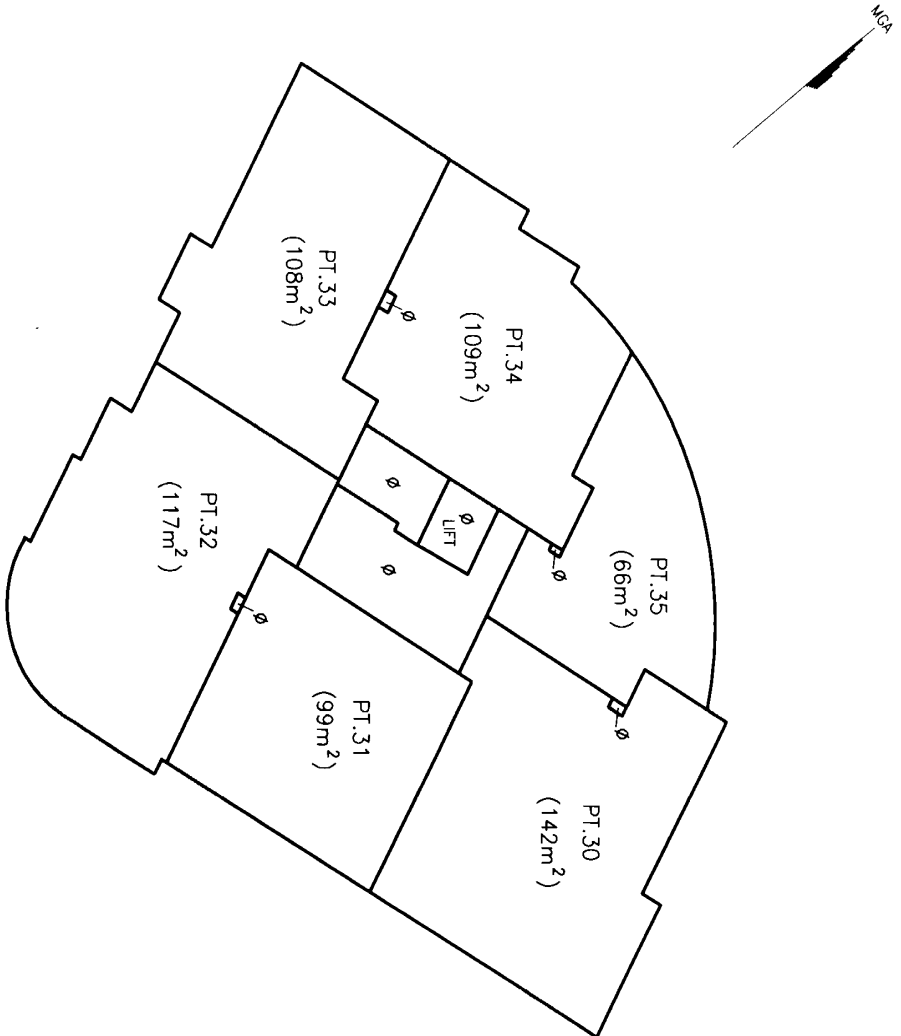
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Sheet No. 13 of 32 Sheets

SP67782

Ø COMMON PROPERTY

AREAS ARE APPROXIMATE.
ROOF TERRACES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER CONCRETE
SURFACE, EXCEPT WHERE COVERED.



LEVEL 7 (BLOCK A)
ROOF TERRACES

Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
Registered Surveyor

[Signature]
Authorised Person/General Manager/Accountant/Clerk

SURVEYORS REFERENCE: 200196

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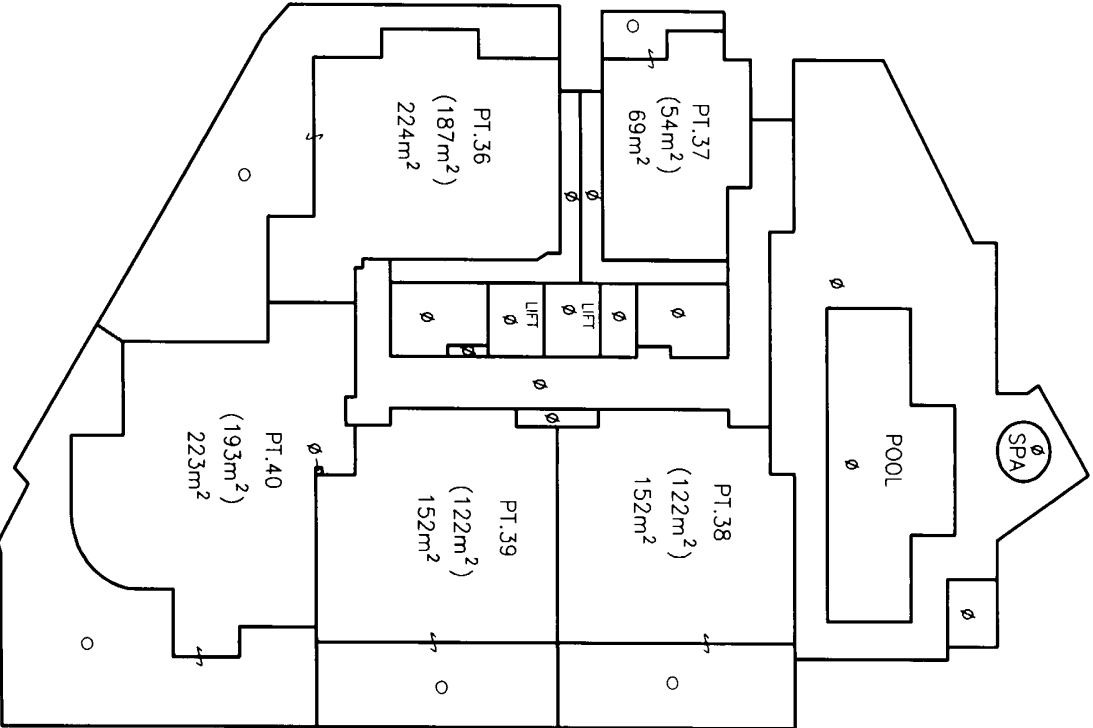
Sheet No. 14 of 32 Sheets

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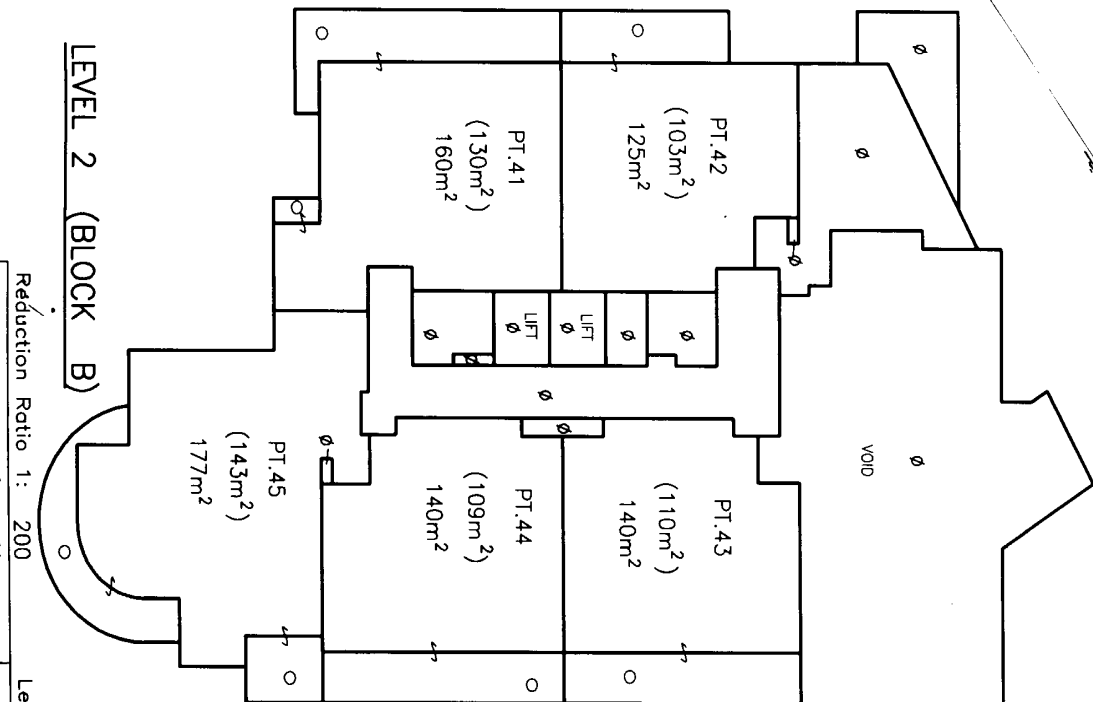
- ◊ COMMON PROPERTY
- BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.

GROUND FLOOR (BLOCK B) LEVEL 1



LEVEL 2 (BLOCK B)



Reduction Ratio 1: 200

Lengths are in metres

V. Mandell
 Registered Surveyor

[Signature]
 Authorized Person/Owner/Manager/Residential Council

SURVEYORS REFERENCE: 200196

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FORM 2

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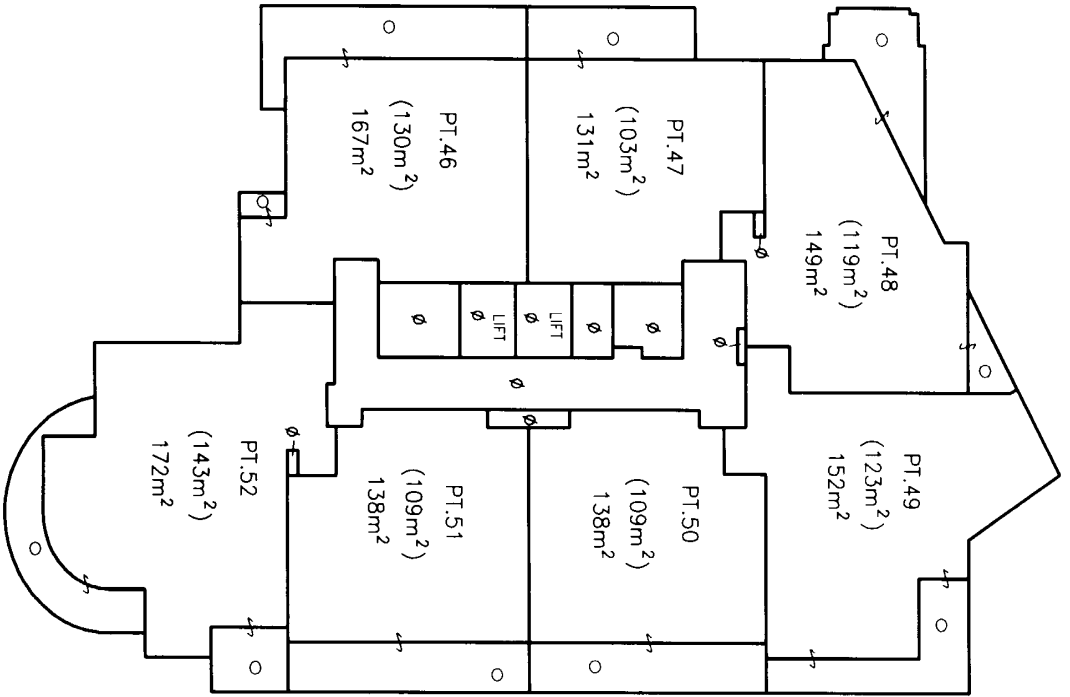
Sheet No. 15 of 32 Sheets

SP67782

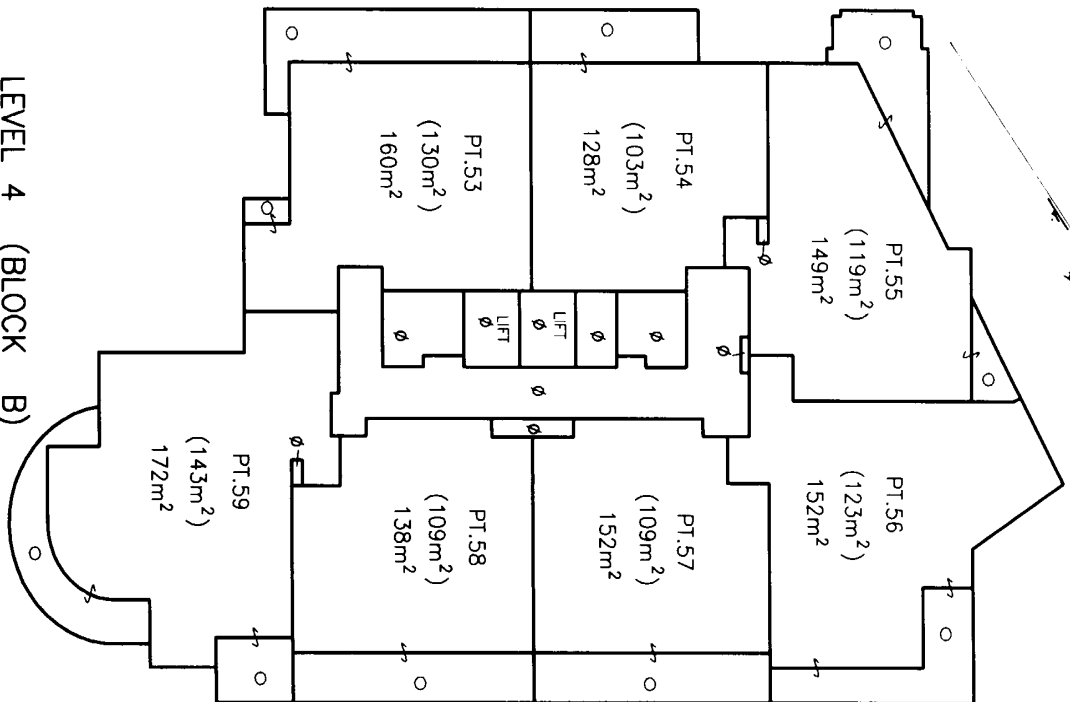
◊ COMMON PROPERTY
 ○ BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.

LEVEL 3 (BLOCK B)



LEVEL 4 (BLOCK B)



Reduction Ratio 1: 200

Lengths are in metres

SURVEYORS REFERENCE: 200196

V. Maxwell
 Registered Surveyor

[Signature]
 Authorised Person/General Manager/Accountable Officer

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FORM 2

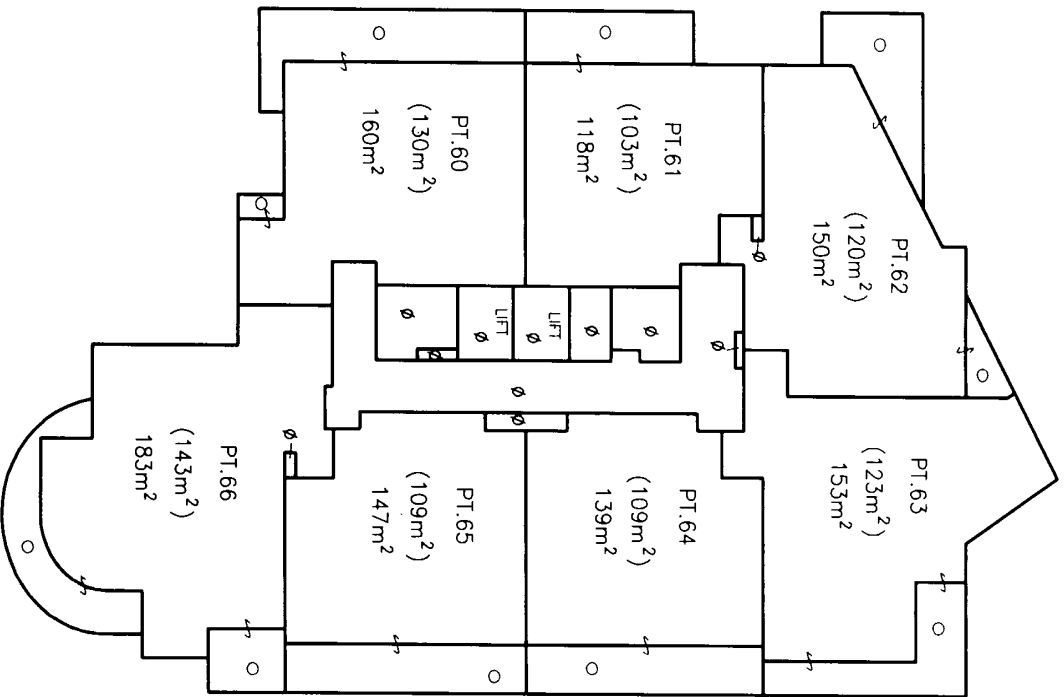
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Sheet No. 16 of 32 Sheets

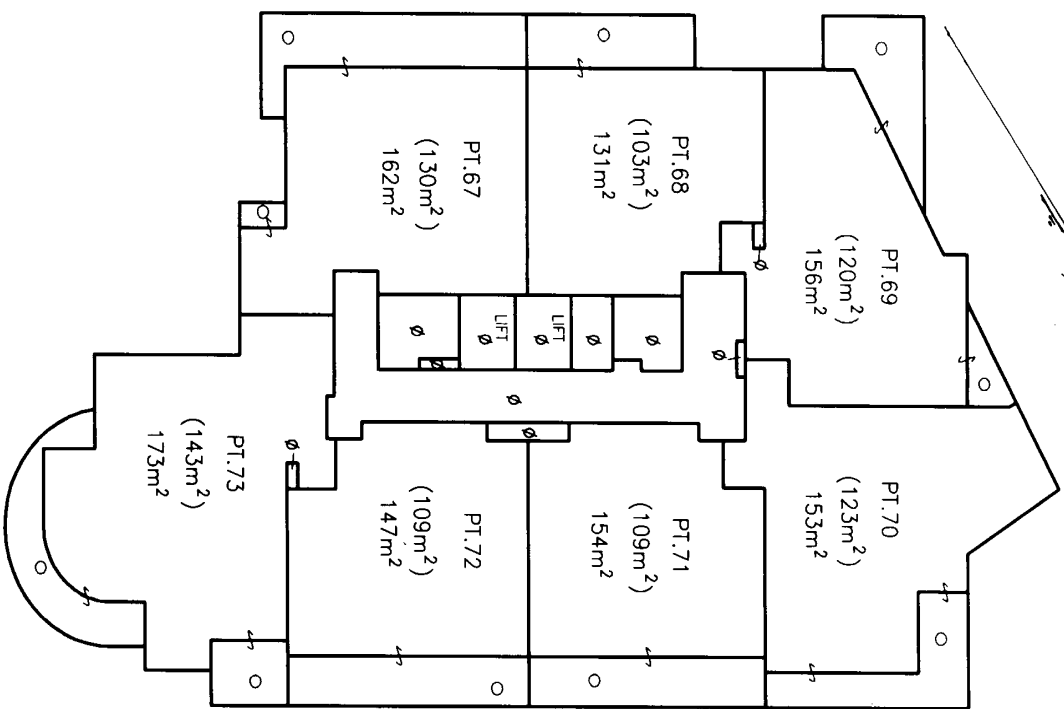
SP67782

- COMMON PROPERTY
- BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.



LEVEL 5 (BLOCK B)



LEVEL 6 (BLOCK B)

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor
 I. Maedl
 SURVEYORS REFERENCE: 200196

Authorised Person/Owner/Manager/Accessable Certificate

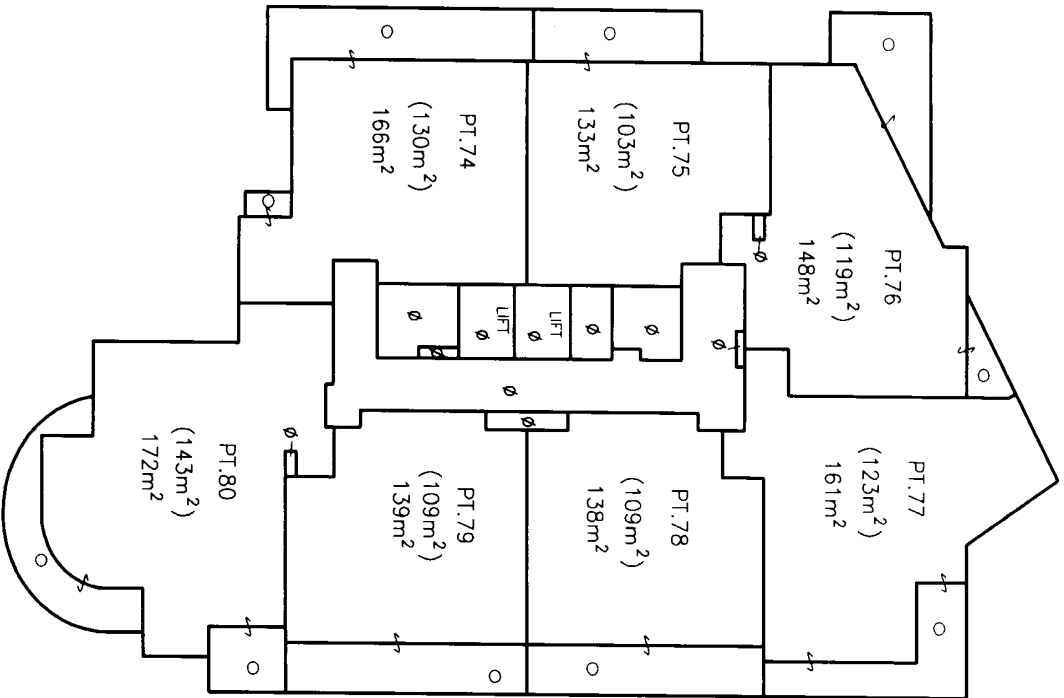
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FORM 2

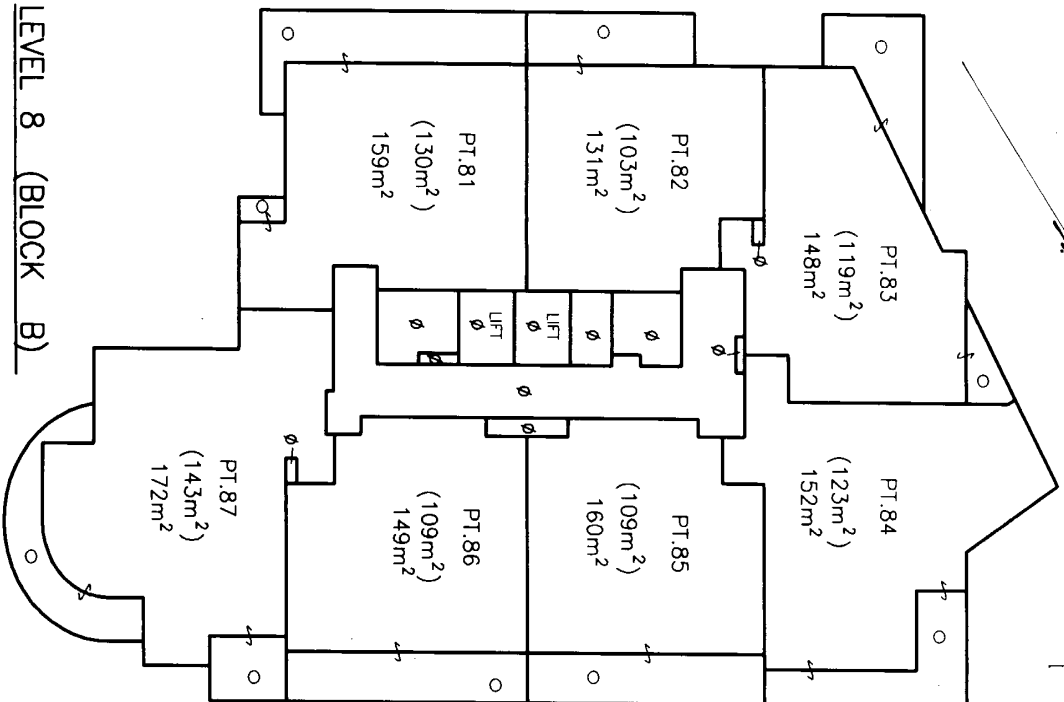
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SP67782



LEVEL 7 (BLOCK B)



LEVEL 8 (BLOCK B)

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.

CP COMMON PROPERTY
 BALCONY

Reduction Ratio 1: 200

Lengths are in metres

SURVEYORS REFERENCE: 200196

V. Maxwell
 Registered Surveyor

[Signature]
 Authorised Person/Control Manager/Accountant/Secretary

OFFICE USE ONLY

FORM 2

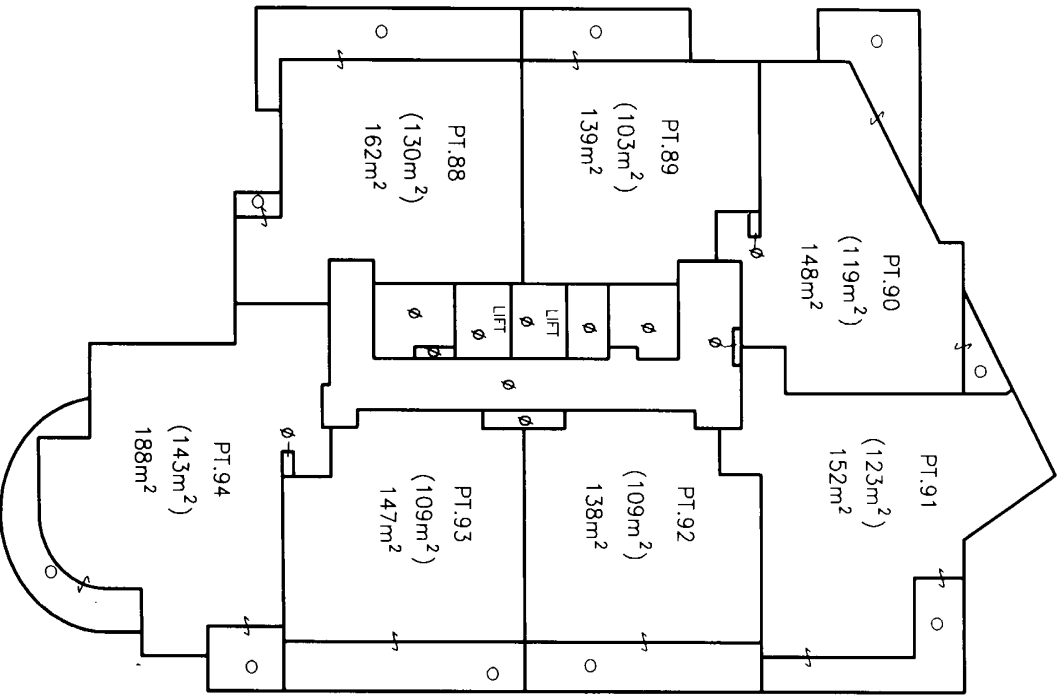
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Sheet No. 18 of 32 Sheets

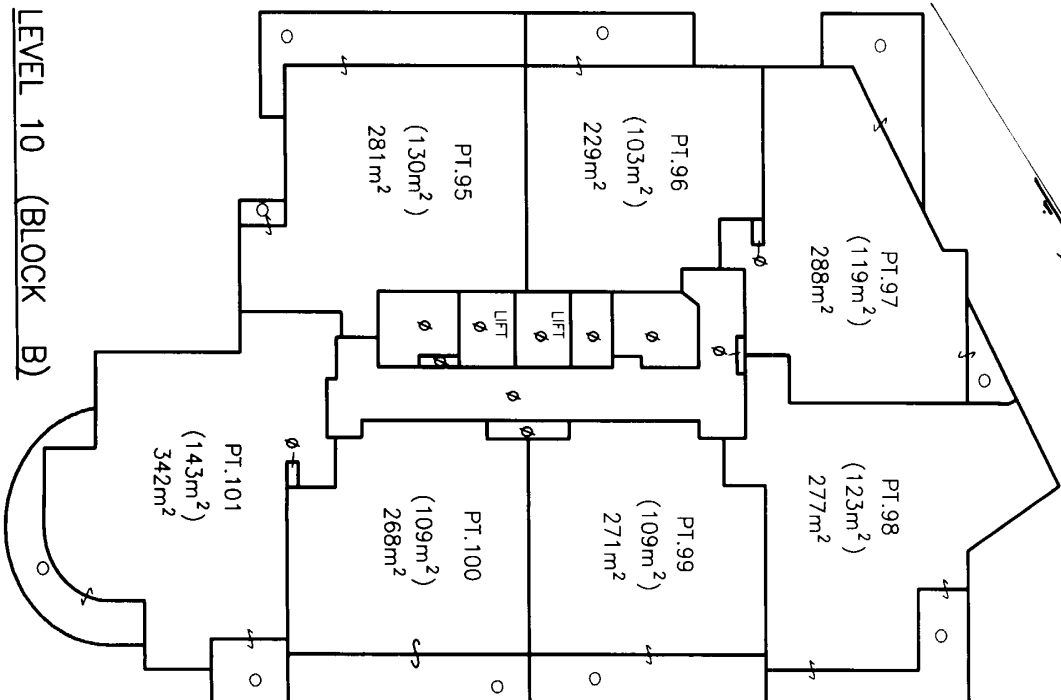
SP67782

◊ COMMON PROPERTY
 ○ BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.



LEVEL 9 (BLOCK B)



LEVEL 10 (BLOCK B)

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYORS REFERENCE: 200196

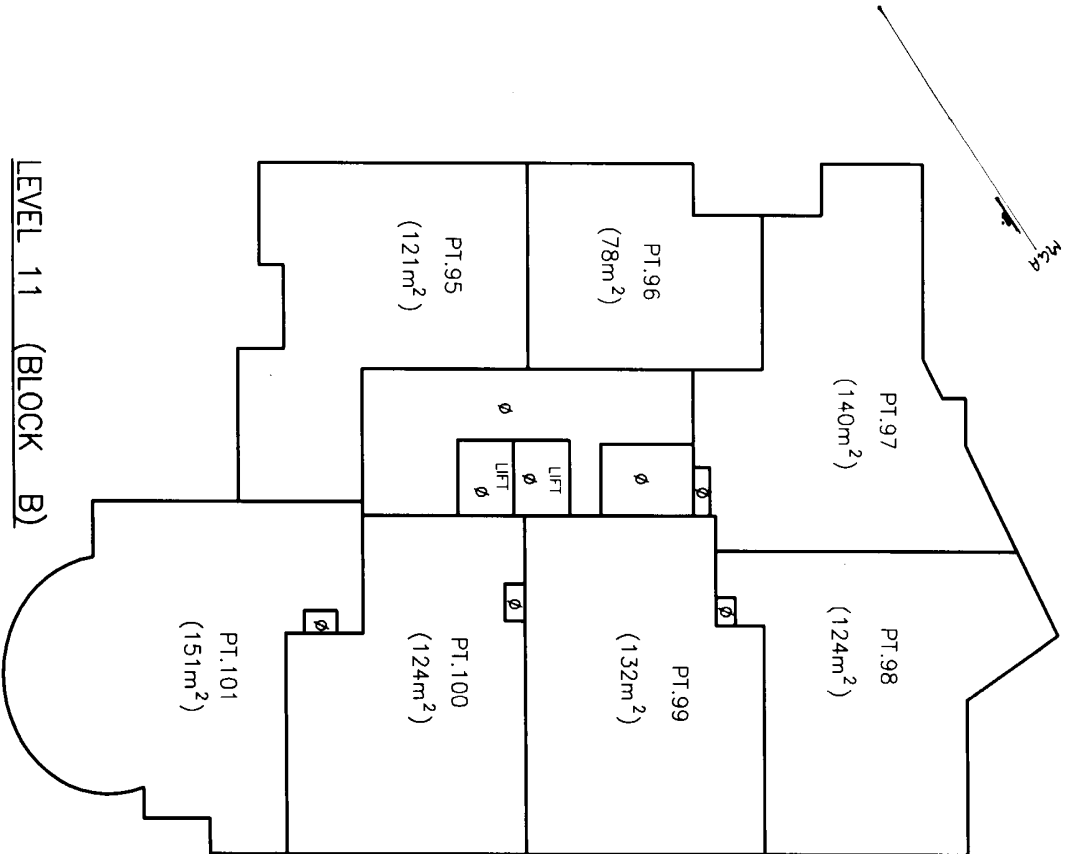
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FORM 2

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SP67782



Ø COMMON PROPERTY

AREAS ARE APPROXIMATE.
 ROOF TERRACES RESTRICTED TO A HEIGHT
 OF 2.5 ABOVE THE UPPER CONCRETE
 SURFACE, EXCEPT WHERE COVERED.

LEVEL 11 (BLOCK B)
 ROOF TERRACES

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor
V. Powell

Authorized Person/General Manager/Authorized Officer
[Signature]

SURVEYORS REFERENCE: 200196

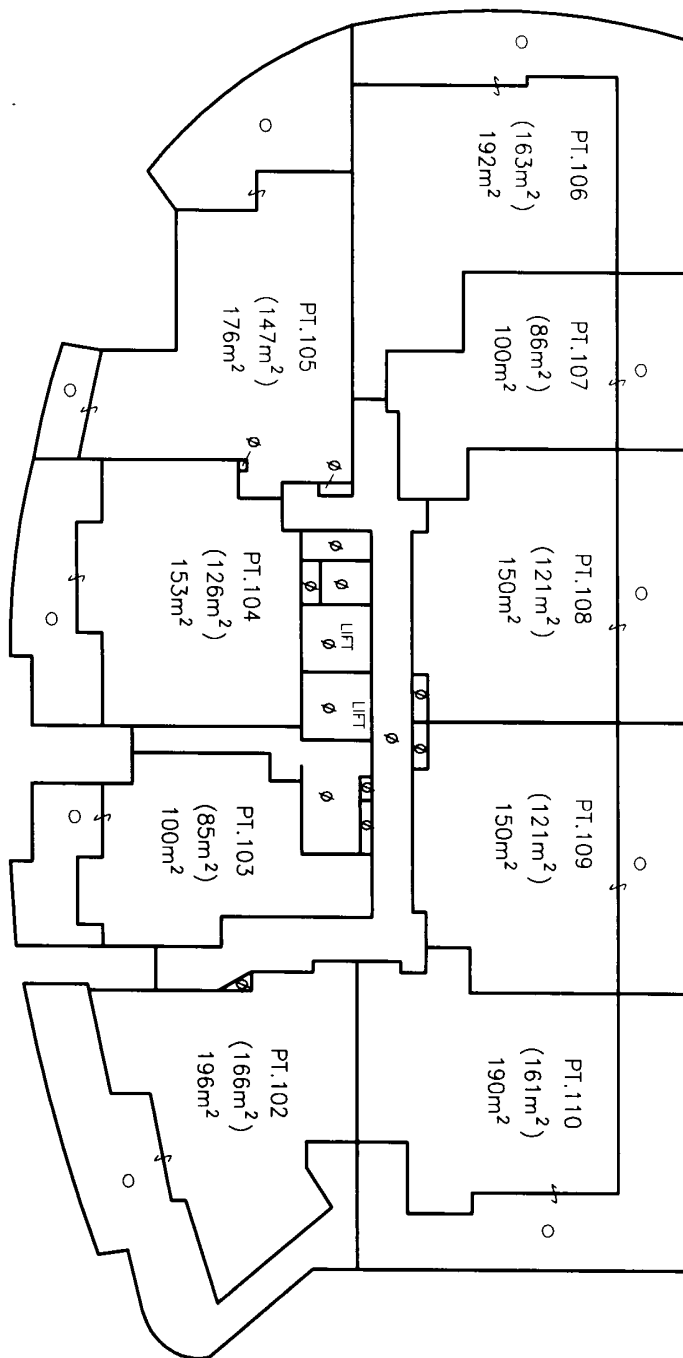
OFFICE USE ONLY

SP67782

MCA

- COMMON PROPERTY
- BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.



GROUND FLOOR (BLOCK C)
LEVEL 1

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

V. Maxwell

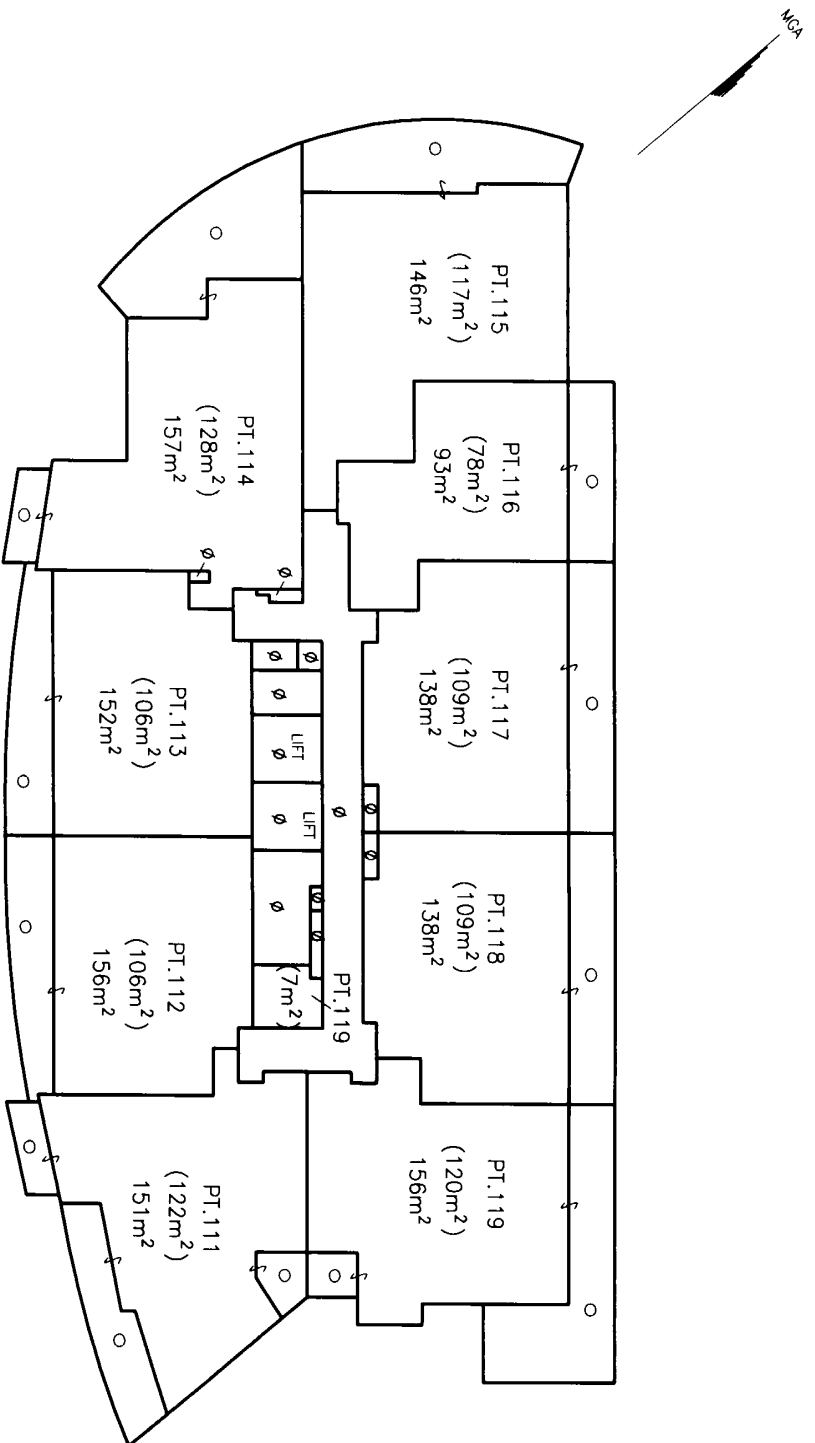
Authorised Person/General Manager/Accredited Officer

SURVEYORS REFERENCE: 200196

SP67782

- ◻ COMMON PROPERTY
- BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.



LEVEL 2 (BLOCK C)

Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
Registered Surveyor

[Signature]
Authorized Person/Control Manager/Residential Controller

SURVEYORS REFERENCE: 200196

FORM 2

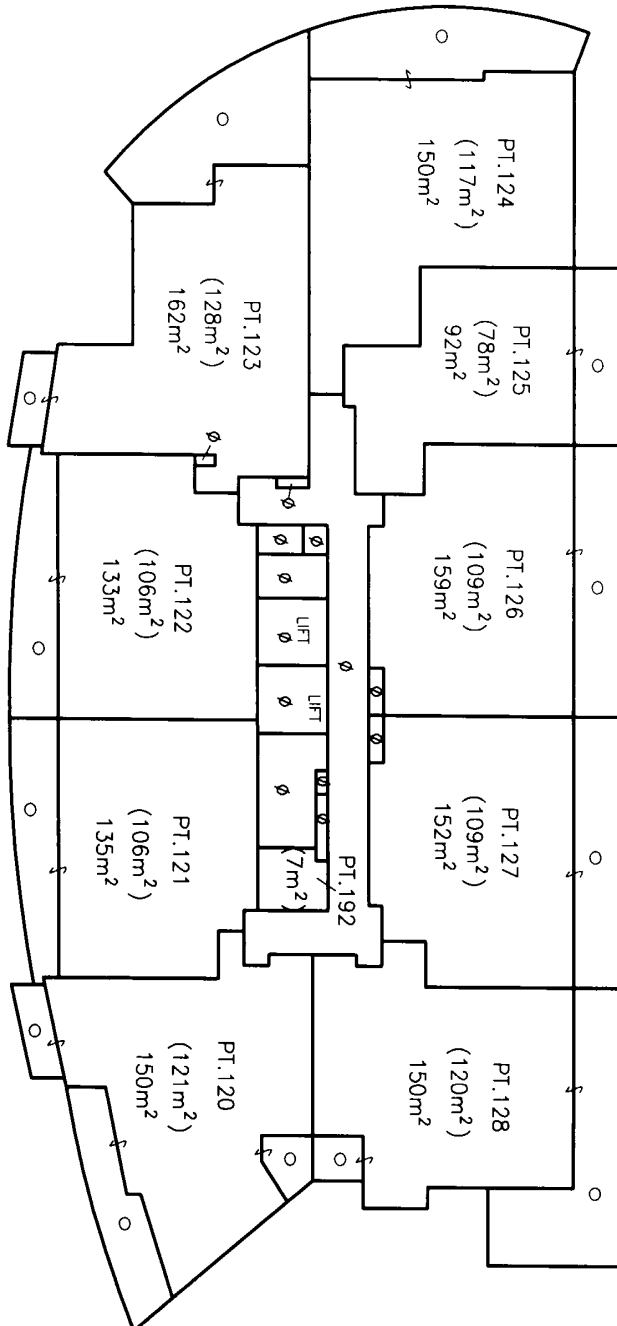
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 22 of 32 Sheets

SP67782

◊ COMMON PROPERTY
 ○ BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY.
 EXCEPT WHERE COVERED.



LEVEL 3 (BLOCK C)

Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
 Registered Surveyor

[Signature]
 Authorized Person/General Manager/Accredited Certifier

SURVEYORS REFERENCE: 200196

OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

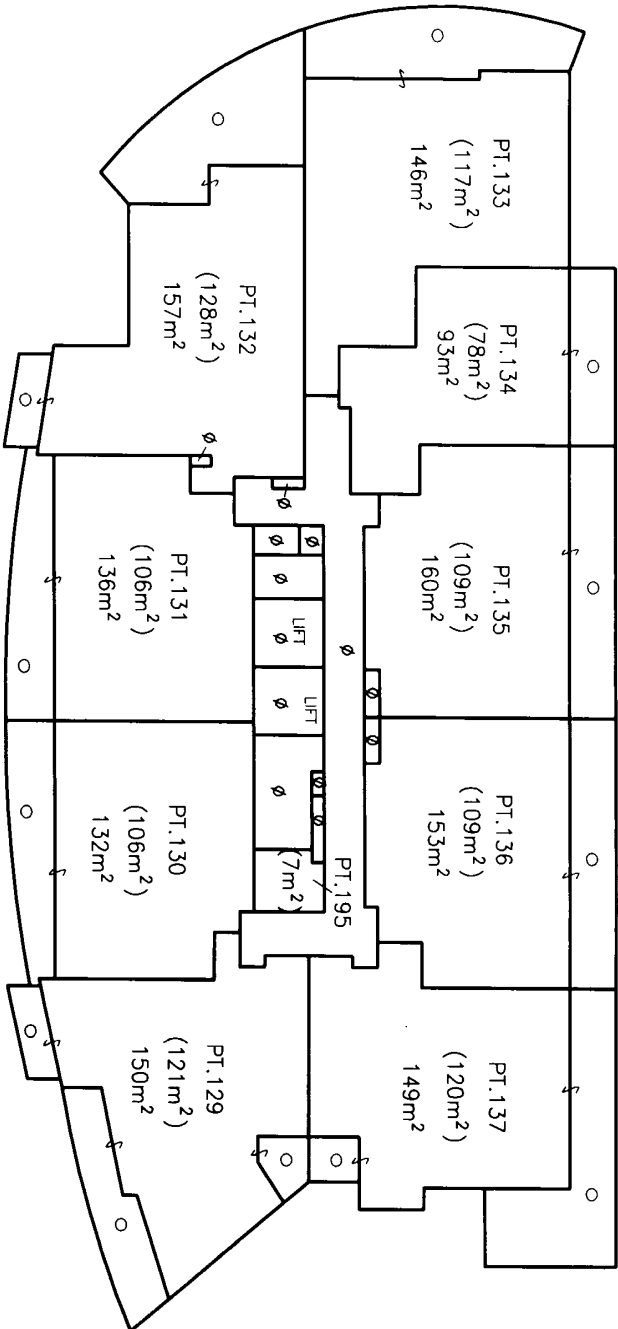
Sheet No. 23 of 32 Sheets

NCA

SP67782

● COMMON PROPERTY
 ○ BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY.
 EXCEPT WHERE COVERED.



LEVEL 4 (BLOCK C)

Reduction Ratio 1: 200

lengths are in metres

V. Maxwell
 Registered Surveyor

[Signature]
 Architect/Planner/Interior Designer/Accountant/Clerk

SURVEYORS REFERENCE: 200196

OFFICE USE ONLY

FORM 2

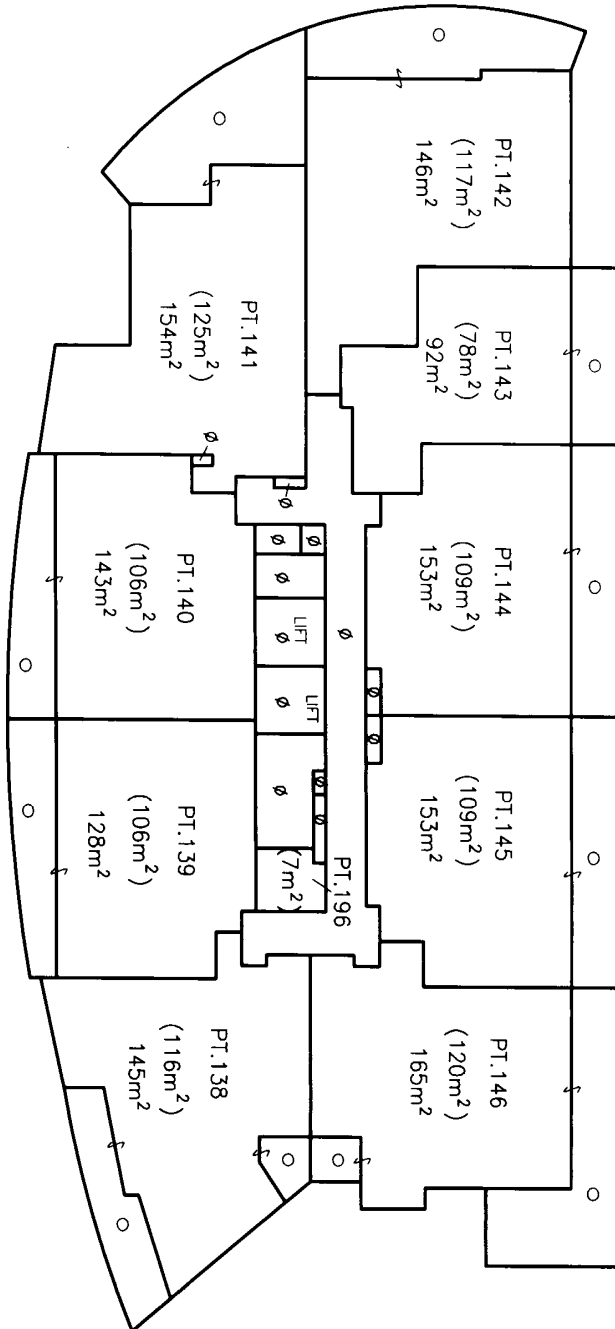
WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 24 of 32 Sheets

SP67782

• COMMON PROPERTY
 ○ BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
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 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.



LEVEL 5 (BLOCK C)

Reduction Ratio 1: 200

Lengths are in metres

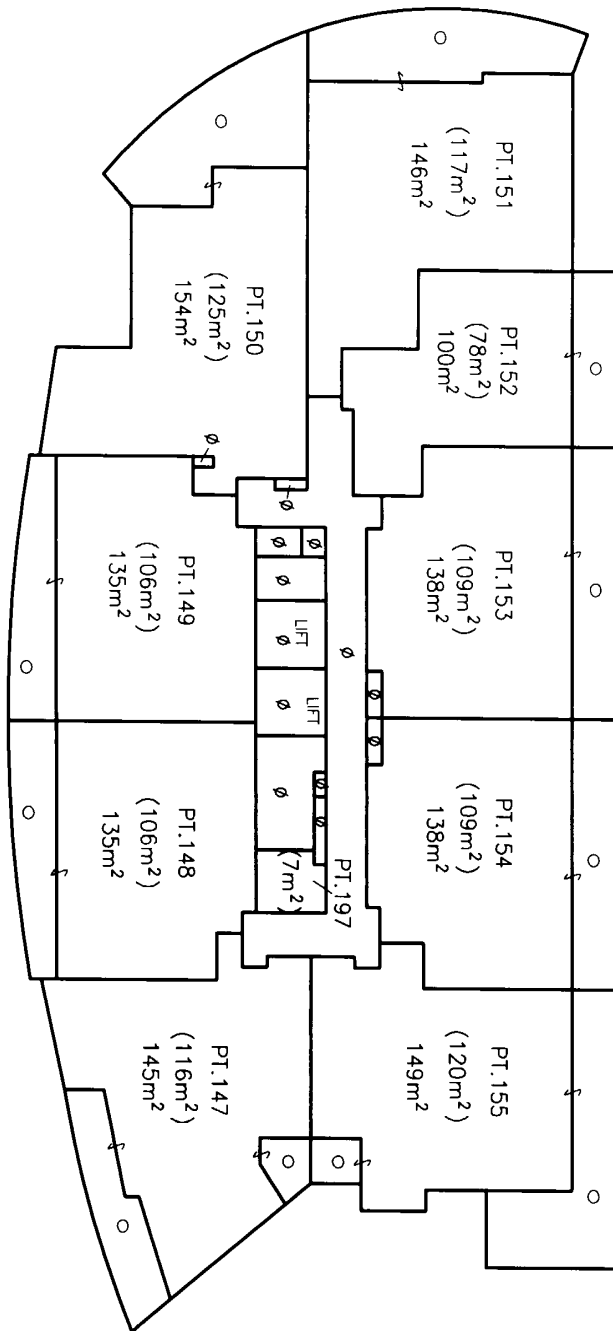
V. Maxwell
 Registered Surveyor

[Signature]
 Authorized Person/Deputy Surveyor/Assistant Officer

SURVEYORS REFERENCE: 200196

OFFICE USE ONLY

MCA



LEVEL 6 (BLOCK C)

SP67782

Sheet No. 25 of 32 Sheets

- ◉ COMMON PROPERTY
- BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
 Registered Surveyor

[Signature]
 Authorized Person/Qualified Manager/Accounting Officer

SURVEYORS REFERENCE: 200196

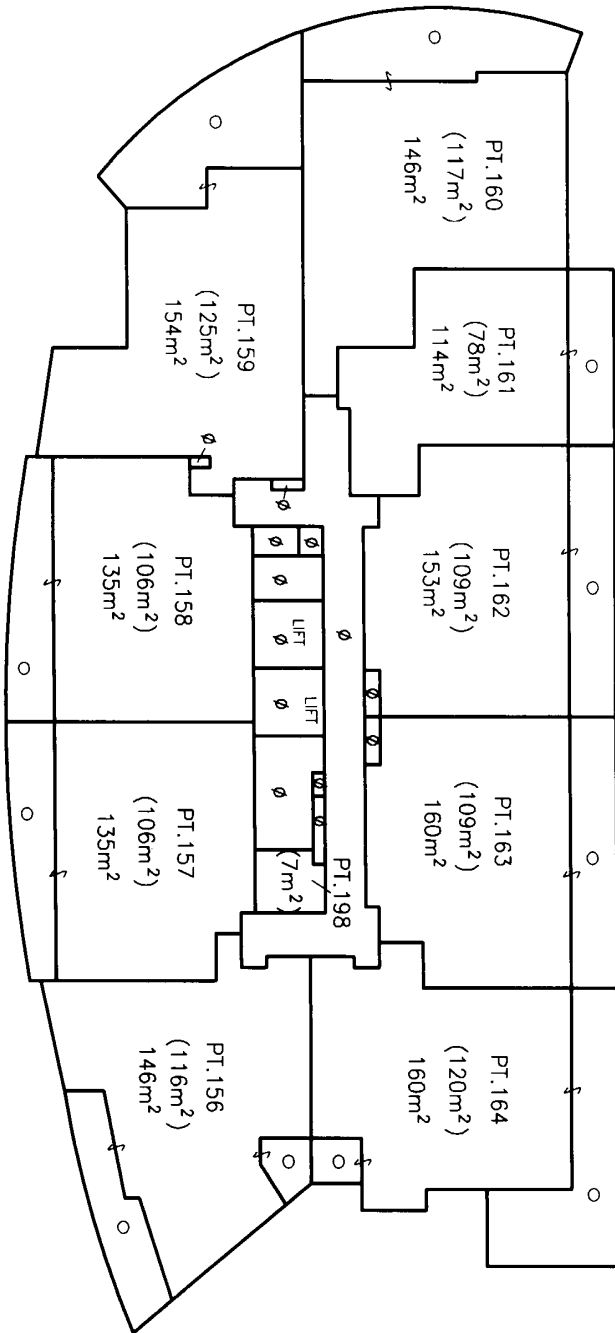
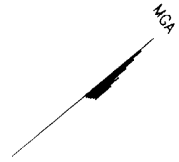
OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 26 of 32 Sheets

SP67782



◊ COMMON PROPERTY
 ○ BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.

LEVEL 7 (BLOCK C)

Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
 Registered Surveyor

[Signature]
 Authorised Person/Owner/Manager/Accounting Officer

SURVEYORS REFERENCE: 200196

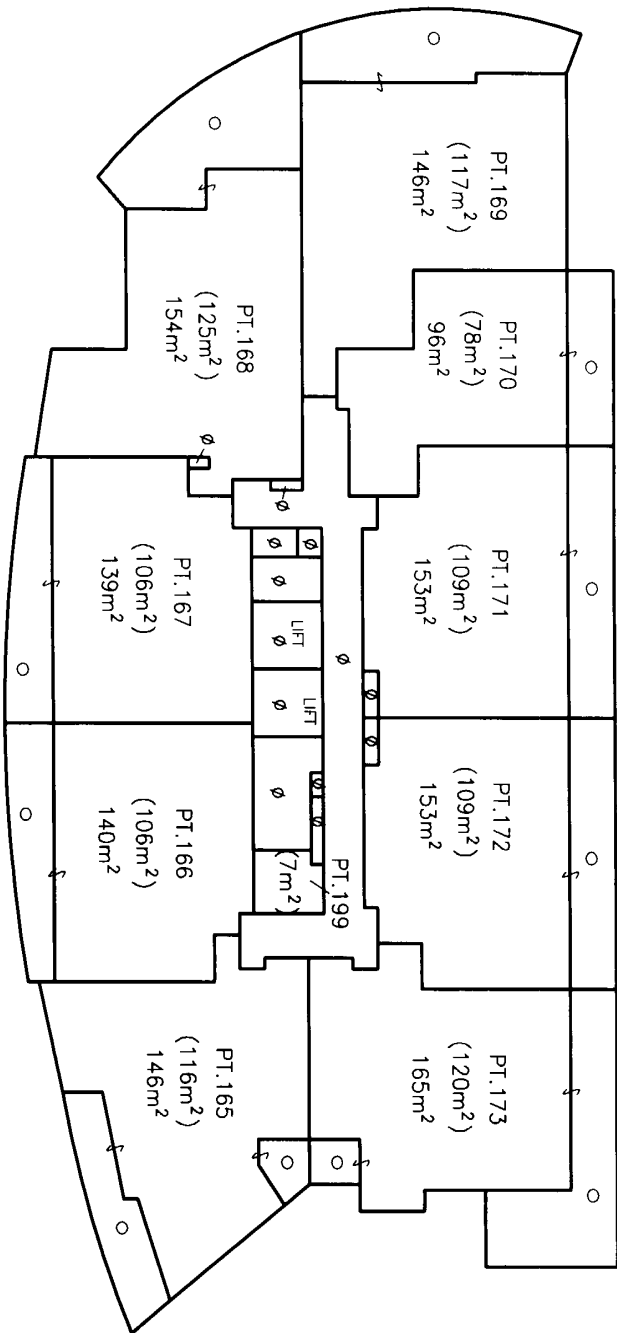
OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 27 of 32 Sheets

SP67782



LEVEL 8 (BLOCK C)

Reduction Ratio 1: 200

Lengths are in metres

SURVEYORS REFERENCE: 200196

V. Maxwell
 Registered Surveyor

[Signature]
 Authorized Person/General Manager/Executive Officer

OFFICE USE ONLY

FORM 2

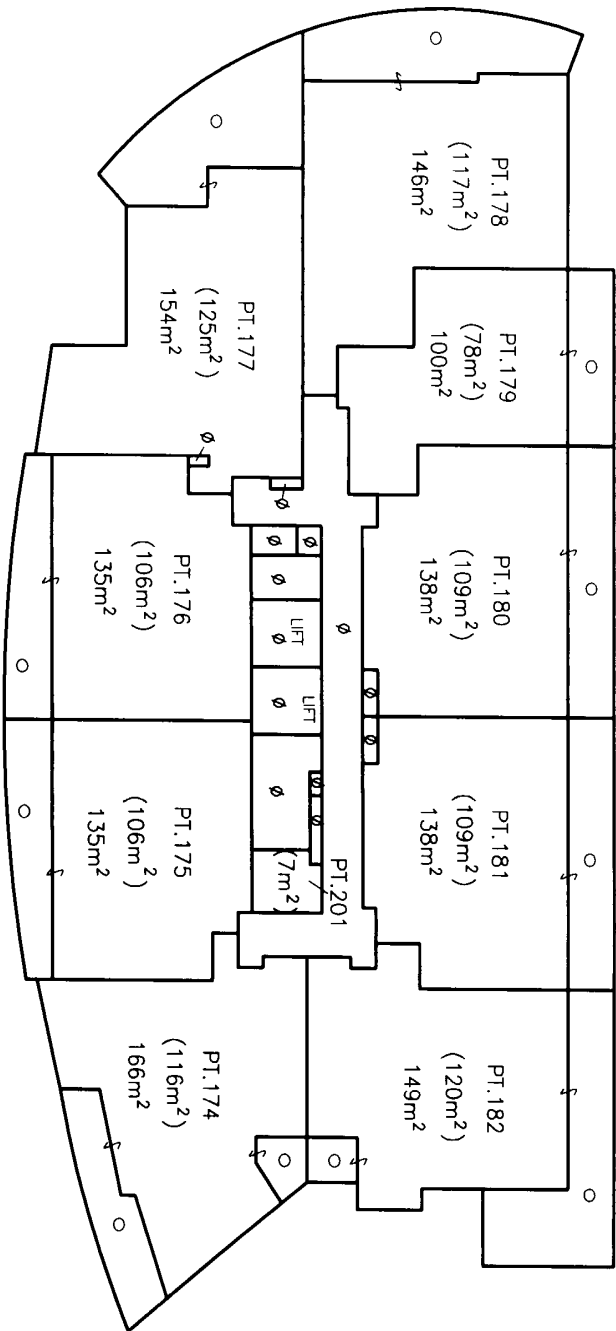
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 28 of 32 Sheets

SP67782

● COMMON PROPERTY
 ○ BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.



LEVEL 9 (BLOCK C)

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

V. Maxwell

Authorised Person/General Manager/Accountant/Clerk

SURVEYORS REFERENCE: 200196

OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

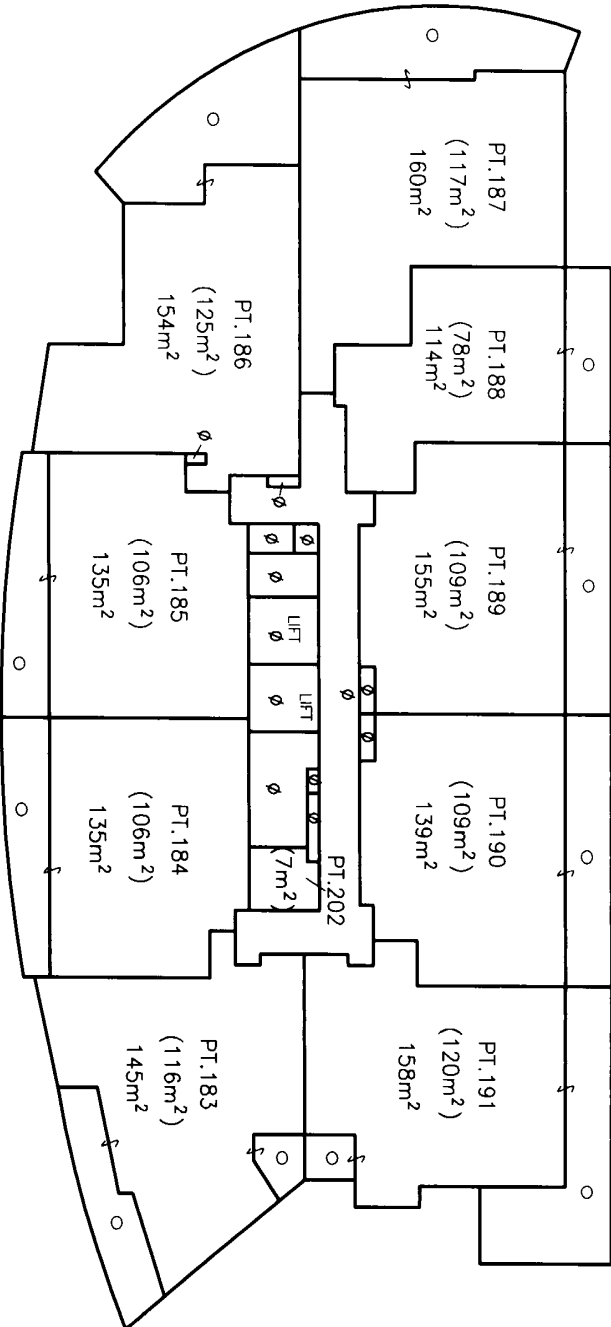
Sheet No. 29 of 32 Sheets

N/A

SP67782

- COMMON PROPERTY
- BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.



LEVEL 10 (BLOCK C)

Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
 Registered Surveyor

[Signature]
 Authorised Person/Owner/Manager/Accountable Officer

SURVEYORS REFERENCE: 200196

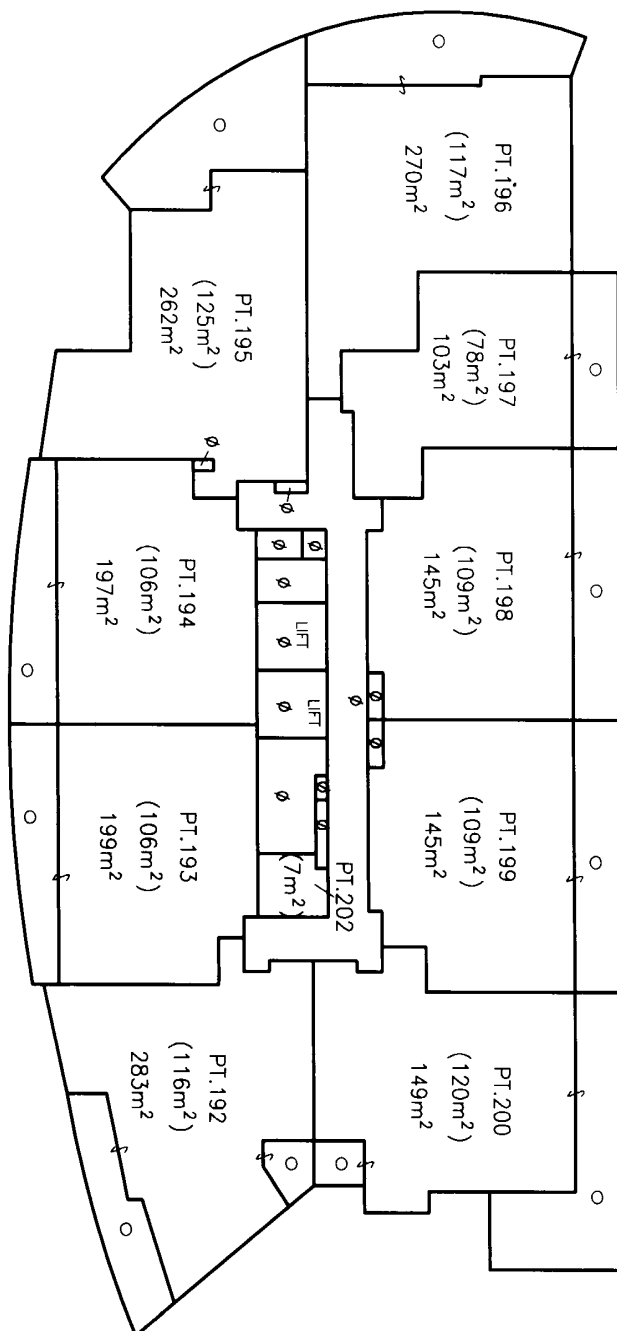
OFFICE USE ONLY

SP67782

☒ COMMON PROPERTY

☐ BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.



LEVEL 11 (BLOCK C)

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

V. Maxwell

Authorized Person/General Manager/Accredited Certifier

11

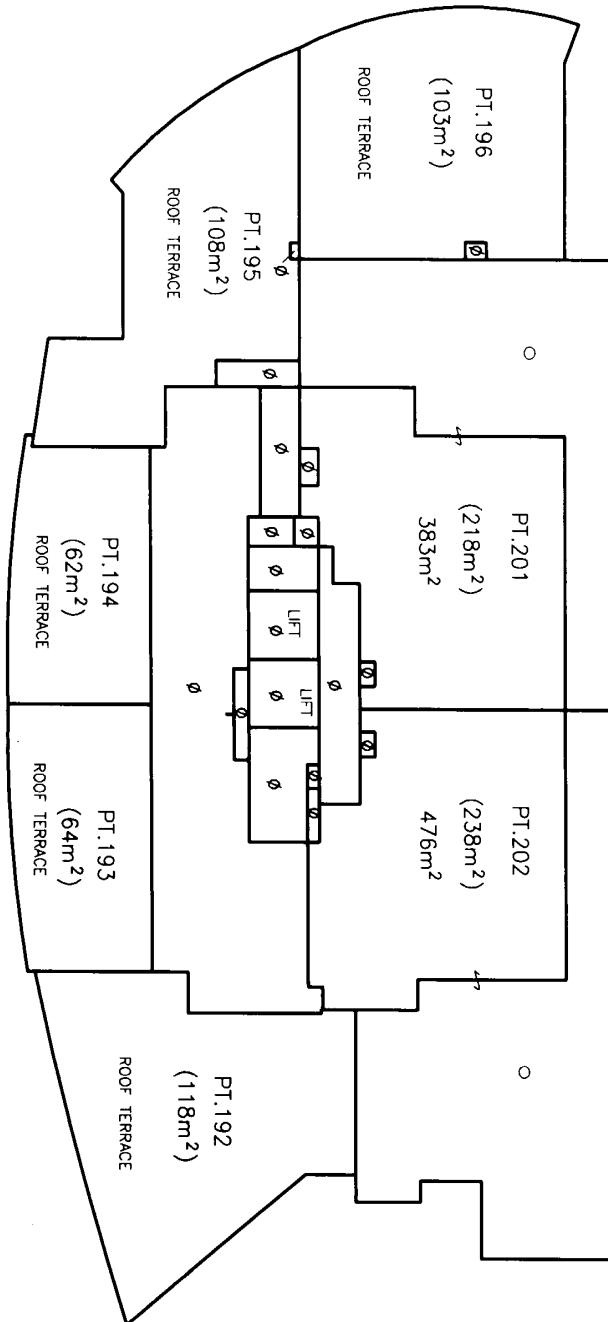
SURVEYORS REFERENCE: 200196

SP67782

- COMMON PROPERTY
- BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

ROOF TERRACES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE SURFACE, EXCEPT WHERE COVERED.



LEVEL 12 (BLOCK C)

ROOF TERRACES

Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
 Registered Surveyor

[Signature]
 Authorised Person/General Manager/Account Officer

SURVEYORS REFERENCE: 200196

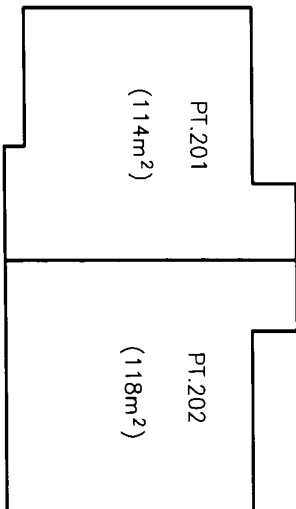
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 32 of 32 Sheets

SP67782

MGA



AREAS ARE APPROXIMATE.
ROOF TERRACES RESTRICTED TO A HEIGHT
OF 2.5 ABOVE THE UPPER CONCRETE
SURFACE, EXCEPT WHERE COVERED.

LEVEL 13 (BLOCK C)

ROOF TERRACES

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

V. Powell

Authorised Person/Control Manager/Responsible Officer

[Signature]

SURVEYORS REFERENCE: 200196

OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919-1964, AND SECTION
7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.**

Sheet 1 of 2 Sheets

PART 1

SP67782

Strata plan of Lot 100 in D.P. **835290**
covered by Strata Certificate
No. **012116** of **3/5/2002**

Full name and address of proprietor of the
land

ERINCO PTY LIMITED of Office 2, 22 - 28
Victoria Avenue Concord West 2138

1 Identity of positive covenant firstly
referred to in abovementioned plan.

Positive Covenant

Schedule of Lots affected

Lot burdened

Name of Authority benefited

Common Property

Strathfield Municipal Council

PART 2

Terms Of Positive Covenant Firstly Referred To In The Abovementioned Plan.

The stormwater detention facility as described by the plan Of Strathfield Council Building Consent
and the conditions of such consent, shall not be altered or removed in whole or in part without written
approval of Strathfield Council.

The registered proprietor is to maintain the stormwater detention facility in working condition.

The pit and pump drainage system shall be inspected annually by an approved tradesperson/Engineer.
The approved tradesperson/Engineer shall certify to Council annually that the system has been checked
and is fully operation.

Authorised Strathfield Council employees are to be allowed access for inspection upon reasonable notice.
The registered proprietor is to comply with any notices issued by Council regarding rectification or
maintenance works to be carried out for compliance.

In the event of the registered proprietor not complying with the notice, Council or its authorised agents
may enter and carry out specified work, and recover the costs due.

Approved by Strathfield Municipal
Council

 0102116
Authorised Person/General Manager/
~~Accredited Certifier~~

**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919-1964, AND SECTION
7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.**

Sheet 2 of 2 Sheets

SP67782

Strata plan of Lot 100 in D.P. 835990
covered by Strata Certificate
No. C102/160f 8/5/2002

**Name Of Person Whose Consent Is Required To Release The Positive Covenant Firstly Referred To
In The Abovementioned Plan**

Strathfield Municipal Council

~~The COMMON SEAL of ERINCO PTY
LIMITED WAS HEREUNTO AFFIXED
BY RESOLUTION OF THE Board of
Directors and in the presence of:~~

ACN064-558710

Director

Secretary

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ABN 23 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

BRETT LENNANE
MARK CORBETT

Print Full Names:

PURSUANT TO POWER OF ATTORNEY
BOOK 4288 NO. 968 OF
WHICH THEY HAVE NO NOTICE OF
REVOCATION IN THE PRESENCE OF:

Witness
WITNESS

AMANDA TISSOT

Approved by Strathfield Municipal
Council

Authorised Person/General Manager/
Accredited Certifier

0102/16



Form: 07L
Release: 1.1
www.lpi.nsw.gov.au

LEASE

New South Wales



8562760L

STAMP DUTY

PRIVACY NOTICE

this information is legally required and must be provided to the relevant authority

Office of State Revenue

Client No. 3498388

STAMP DUTY

TRANSACTION No. 021401

ASSESSMENT DETAILS

EXEMPT

STAMP No. 691

SIGNATURE

DATE 5.4.02

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Certificate of Title 3/835290

PART being the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No. 7956 'The Crescent Homebush 2'" hereafter referred to as the "demised premises" together with the right of way and easement referred to in clauses 1 and 2 of annexure "B".

(B) LODGED BY

Delivery Box

Name, Address or DX and Telephone

Mayer Solomon & Assoc.
426/15 Pennell St
Strathfield.

Reference: BP/PVC:02/0410

CODE

L

(C) LESSOR

ERINCO PTY LIMITED

ABN: 71 064 558 710

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

ENERGYAUSTRALIA

ABN: 67 505 337 385

(F)

TENANCY:

(G) 1. TERM: Fifty (50) years at a rental of 10 cents per annum

2. COMMENCING DATE: 1 February 2002

3. TERMINATING DATE: 31 January 2052

4. With an ~~OPTION TO RENEW~~ for a period of ~~2~~ of ~~2~~

5. With an ~~OPTION TO PURCHASE~~ set out in clause ~~5~~ of ~~5~~

6. Together with and reserving the RIGHTS set out in clause s 1&2 of Annexure "B"

7. Incorporates the provisions set out in ANNEXURE "B" hereto.

8. Incorporates the provisions set out in MEMORANDUM filed at Land and Property Information New South Wales as No. W578000

9. The RENT is set out in No. ~~1~~

SARKIS NASSIF
AS ATTORNEY FOR
ERINCO PTY LTD
BK 7212 NO 738

All handwriting must be in block capitals.

Total Pages (office use only) _____

Page 1 of 4

LAND AND PROPERTY INFORMATION NSW

CT PROD 46X on 24/1/02 for L&DP.

\$60 plan fee paid

DATE

4 APRIL 2002

(H)

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: ERINCO PTY LIMITED

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:



Name of authorised person:

Office held:

PHILLIP ERICKSON
SOLICITOR
LEVEL 2, 15 PARNELL STREET
STRATHFIELD 2135

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:



Name of witness:

Address of witness:

770 GEORGE ST
SYDNEY

Signature of authorised person:



Name of authorised person:

Office held:

SARKIS NASSIF
AS ATTORNEY FOR
ERINCO PTY LTD
BK 4212 No 738

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: GRANT KENNETH GREENE SMITH

Signing on behalf of:

ENERGYAUSTRALIA

Power of attorney-Book:

4290

-No.:

806

~~(I) STATUTORY DECLARATION~~

~~I, _____
solemnly and sincerely declare that—~~

- ~~1. The time for the exercise of option to _____ in expired lease No. _____ has ended;~~
- ~~2. The lessee under that lease has not exercised the option~~

~~I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.~~

~~Made and subscribed at _____ in the State of New South Wales~~

~~on _____~~

~~in the presence of—~~

~~Signature of witness:~~

~~Signature of lessor:~~

~~Name of witness:~~

~~Address of witness:~~

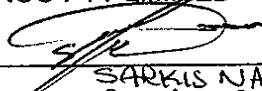
~~Qualification of witness:~~

**ANNEXURE "B" TO MEMORANDUM OF LEASE
MADE THE 4TH DAY OF APRIL 2002
BETWEEN ERINCO PTY LIMITED AS LESSOR
and ENERGIAUSTRALIA AS LESSEE**

The Lessee shall have the benefit of the following rights and liberties;

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way 4 Wide" and "Right of Way and Easement for Electricity Purposes 5 Wide" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.
2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Easement for Electricity Purposes 2 Wide" and "Right of Way and Easement for Electricity Purposes 5 Wide" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.
3. Clause 5 of Memorandum W578000 is deleted and replaced by the following words:-
"The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers of the Lessee. In approving the connection of other electrical loads to the substation the Lessee will give priority to electrical loads which are located within the premises. If required by the Lessor, the Lessee will exclusively supply the Lessor from the substation installation upon the Lessor paying the Lessee's costs (which shall be determined in the Lessee's absolute discretion) for making alternate supply arrangements for any other customers of the Lessee supplied by the substation installation."
4. Clause 10 of Memorandum W578000 is amended by the deletion of the words "and any air ducting".
5. Clause 11 of Memorandum W578000 is deleted.

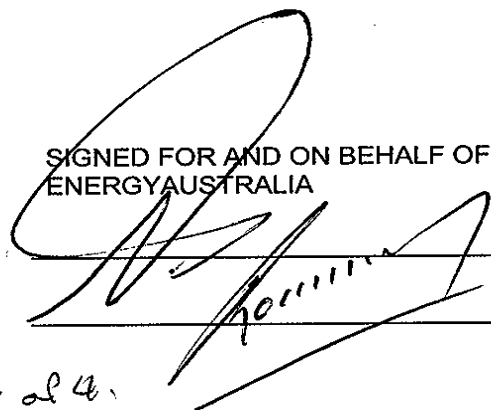
SIGNED FOR AND ON BEHALF OF
ERINCO PTY LIMITED



SARKIS NASSIF
AS ATTORNEY FOR
ERINCO PTY LTD
BK 4810 No 438

u:\2002\20410\annexb.Doc(mld)

SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA



MEMORANDUM made by:

1. **CAPITAL FINANCE AUSTRALIA LIMITED** ABN 23 069 663 136 of Level 19, 117-123 Pitt Street, Sydney, New South Wales 2001 (the **Mortgagee**)

RECITAL:

- A. This Memorandum is annexed or is intended to be annexed to a lease (the **Lease**) of the property known as Part Folio Identifier 3/835290 being premises shown on the plan annexed to the Lease and thereon described as "Substation Premises no: 7956 'The Crescent Homebush 2' " hereafter referred to as the "demised premises" together with the right of way and easement (the **Property**).
- B. The Mortgagee holds a mortgage from the Lessor (the **Mortgage**) over the Property.
- C. The Lessor and the Lessee have requested that the Mortgagee consent to the Lease.

WITNESSES:

1. **THE MORTGAGEE CONSENTS TO THE LEASE SUBJECT TO THE FOLLOWING CONDITIONS**

- (a) This consent is without prejudice to the rights, powers, and remedies of the Mortgagee under the Mortgage and otherwise which remain in full force and effect as if this consent had not been given, except that so long as there is no default under the Lease, the Mortgagee will exercise its powers under the Mortgage subject to the Lease.
- (b) The Lessee on demand by the Mortgagee must pay to the Mortgagee the rent and all other amounts payable under the Lease. Payments made pursuant to this clause by the Lessee to the Mortgagee will discharge the obligations of the Lessee with respect to that payment.
- (c) The Mortgagee may exercise all rights, powers, and remedies of the Lessor under the Lease. Upon demand by the Mortgagee, the Lessee will promptly enter into an agreement with the Mortgagee on the terms contained in the Lease. If the Lessee fails to enter into that agreement promptly, the Mortgagee may elect that this consent is null and void and the Mortgagee's rights may be enforced without regard to the Lease.
- (d) Any purported variation, rescission, or termination of the Lease without the Mortgagee's prior written consent will not be binding on the Mortgagee and will render this consent void.
- (e) The Mortgagee assumes no responsibility or liability for the Lessor's covenants or obligations under the Lease.
- (f) The Lessor must obtain the written consent of the Mortgagee to anything to which the consent or approval of the Lessor is required under the Lease.



Any assignment, subletting, change of use, or mortgaging by the Lessee of the Lease without the prior written consent of the Mortgagee will not be binding on the Mortgagee and will render this consent void. The Mortgagee will not unreasonably withhold its consent in any case where the Lessor may not unreasonably withhold its consent.

- (g) All rights conferred upon the Mortgagee by this Memorandum are in addition to the rights and powers conferred on the Mortgagee by statute, by law, or by the Mortgage.
- (h) The giving of this consent is not a waiver of any events of default which may have occurred under the Mortgage whether known to the Mortgagee or not.

2. IN THIS MEMORANDUM UNLESS THE CONTEXT OTHERWISE REQUIRES

- (a) reference to a person includes any other entity recognised by law and vice versa;
- (b) words importing the singular number will include the plural number and vice versa;
- (c) words importing one gender will include every gender;
- (d) any reference to any of the parties includes that party's executors, administrators, and assigns.

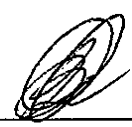
DATED

SIGNED SEALED AND DELIVERED on
behalf of **CAPITAL FINANCE**
AUSTRALIA LIMITED by its attorneys
under power of attorney registered book 4288
no 966 in the presence of:


Witness

VESNA MANEVA
Print name

19/117-123 PITT ST, SYDNEY
Print address

 
Attorneys
BRETT LENNANE PATRICIA HAYES
Print name



Form: 10CN
 Release: 5-3

CHANGE OF NAME

New South Wales
 Real Property Act 1900

AJ106995E

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. *Extra fee paid (62x107 = 6634.00)*

(A) TORRENS TITLE

Number Leases <i>(See Annexure)</i>		Torrens Title <i>(See Annexure)</i>	
-------------------------------------	--	-------------------------------------	--

(B) REGISTERED DEALING

Document Collection Box <i>1w</i>	Name, Address or DX, Telephone, and Customer Account Number if any AUSGRID <i>(see annexure)</i> DX 9863 ALEXANDRIA	CODE CN
-----------------------------------	--	-----------------------

(C) LODGED BY

Reference:		
------------	--	--

(D) REGISTERED PROPRIETOR

Whose name is to be changed; show the name as it currently appears on the Torrens Title ENERGIAUSTRALIA
--

(E) NEW NAME

Of the above registered proprietor in full AUSGRID

(F) The registered proprietor of the above registered dealing applies to have my new name recorded in the Register in respect of that registered dealing and hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application.

(G) STATUTORY DECLARATION BY THE APPLICANT*

I, BRIAN WARTERS

solemnly and sincerely declare that—

1. I am AUTHORISED SIGNATORY ON BEHALF OF AUSGRID

2. on _____ at _____ in the SELECT >>> >>> >>> >>> >>>
 I married _____

3. *As per the Energy Services Corporations (Change of Name) Regulation 2011, EnergyAustralia has changed name to Ausgrid. (see attached).*

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900, and I certify this application to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at SYDNEY in the State of New South Wales on 17 JULY 2014

in the presence of LINDA WALTERS of 570 GORGE ST, SYDNEY, NSW

☒ Justice of the Peace (J.P. Number: 1924/4) ☐ Practising Solicitor

☐ Other qualified witness [specify] _____

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~

2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a~~ _____ (Omit ID No.)

Signature of witness: Linda Walters

Signature of applicant: BWaters

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

(H) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No. _____ Full name: _____ Signature: _____

(NONOS) NO CT'S

2011 No 105

Clause 1 **Energy Services Corporations Amendment (Change of Name) Regulation 2011**

Energy Services Corporations Amendment (Change of Name) Regulation 2011

under the

Energy Services Corporations Act 1995

1 Name of Regulation

This Regulation is the *Energy Services Corporations Amendment (Change of Name) Regulation 2011*.

2 Commencement

This Regulation commences on the day on which it is published on the NSW legislation website.

3 Amendment of Energy Services Corporations Act 1995 No 95

(1) Schedule 1 Energy services corporations

Omit "Country Energy" from Part 2 of the Schedule.

Insert instead "Essential Energy".

(2) Schedule 1, Part 2

Omit "EnergyAustralia". Insert instead "Ausgrid".

(3) Schedule 1, Part 2

Omit "Integral Energy Australia". Insert instead "Endeavour Energy".

ANNEXURE A

AJ106995

Title reference	Dealing number
CP/SP61162	6966760
CP/SP61164	7918871
CP/SP61322	7529839
CP/SP61424	AA178945
CP/SP61436	5252813
CP/SP61485	6380090
CP/SP61527	AA501483
CP/SP61643	6520082
CP/SP61667	7792258
CP/SP61871	5984355
CP/SP62158	AA777538
CP/SP62325	7608193
CP/SP62475	AA384285
CP/SP62559	6759033
CP/SP62660	6807530
CP/SP62661	6807531
CP/SP62775	6837506
CP/SP63094	6841509
CP/SP63309	7319997
CP/SP63341	9182334

ANNEXURE A

Title reference	Dealing number
CP/SP63503	8325008
CP/SP63607	6569763
CP/SP63664	7032118
CP/SP63717	7076013
CP/SP63767	7044720
CP/SP63903	9393452
CP/SP64038	AA178957
CP/SP64146	8971890
CP/SP64228	7159245
CP/SP64256	8899317
CP/SP64272	6985926
CP/SP64462	AC165186
CP/SP64626	7423399
CP/SP64730	AB865043
CP/SP64807	AC695283
CP/SP64932	7871109
CP/SP64946	8309916
CP/SP64972	AD259726
CP/SP65086	8364890
CP/SP65111	AA325493

ANNEXURE A

Title reference	Dealing number
CP/SP65391	5162070
CP/SP65530	AA254288
CP/SP65647	7712574
CP/SP65702	7667135
CP/SP65708	6001448
CP/SP65717	7067545
CP/SP65901	7717966
CP/SP65907	7654029
CP/SP66106	7811521
CP/SP66181	7867853
CP/SP66300	7467814
CP/SP66459	8364891
CP/SP66638	7959330
CP/SP66694	AB934703
CP/SP66870	8713990
CP/SP67205	AC574226
CP/SP67235	AA451985
CP/SP67246	AB725721
CP/SP67258	9418819
CP/SP67304	8273372

ANNEXURE A

Title reference	Dealing number
CP/SP67386	8413224
CP/SP67559	7795859
CP/SP67565	9480449
CP/SP67607	8610536
CP/SP67608	8610536
CP/SP67665	8394110
CP/SP67782	8562760
CP/SP67907	8579644
CP/SP67995	9141314
CP/SP68110	9832889
CP/SP68694	8610165
CP/SP68695	8610165
CP/SP68755	9063167
CP/SP68972	8996921
CP/SP68978	8940261
CP/SP6898	6351064
CP/SP69052	9160252
CP/SP69103	9357222
CP/SP69132	9159156
CP/SP69140	8964460

ANNEXURE A

Title reference	Dealing number
CP/SP69204	8553575
CP/SP69315	AA780148
CP/SP69352	9061619
CP/SP69371	9150877
CP/SP69440	8413224
CP/SP69543	9953470
CP/SP69567	9209659
CP/SP69581	AB464371
CP/SP69746	8965840
CP/SP69758	9072985
CP/SP69936	AA288301
CP/SP70012	9472603
CP/SP70145	AB396892
CP/SP70150	9417262
CP/SP70158	AA235363
CP/SP70298	AA19015
CP/SP70446	AC353820
CP/SP70456	AA235246
CP/SP70488	9448414
CP/SP70530	8407407

ANNEXURE A

Title reference	Dealing number
CP/SP70871	AB636995
CP/SP70974	9080301
CP/SP71103	AB74508
CP/SP71140	AA37543
CP/SP71198	AA714331
CP/SP71215	AD107826
CP/SP71247	AB390777
CP/SP71281	9888707
CP/SP71871	AB888230
CP/SP71897	AA987496
CP/SP71951	2701014
CP/SP71980	9722706
CP/SP72314	AB858717
CP/SP72442	AA508001
CP/SP72540	AA200219
CP/SP72557	AB324200
CP/SP72886	AB701725
CP/SP72924	AC707500
CP/SP72955	AF889804
CP/SP72964	AA709205

ANNEXURE A

Title reference	Dealing number
CP/SP73082	AB242445
CP/SP73205	8904524
CP/SP73236	AB388480
CP/SP73318	AB55397
CP/SP73502	AA959304
CP/SP73528	AB401402
CP/SP73608	AC291878
CP/SP73802	AA692070
CP/SP73850	AC566459
CP/SP73943	AD862278
CP/SP73990	9306542
CP/SP73991	9306542
CP/SP74191	AB824633
CP/SP74248	2169251
CP/SP7448	9701629
CP/SP7474	AA989897
CP/SP74758	AE862118
CP/SP75028	AB502226
CP/SP75071	AF264107
CP/SP75760	AB794969

ANNEXURE A

Title reference	Dealing number
CP/SP75809	AB883112
CP/SP76483	1119944
CP/SP76683	AC112086
CP/SP76902	8122383
CP/SP76963	AC43101
CP/SP77286	AC440191
CP/SP77684	AC623931
CP/SP77796	AE349103
CP/SP77938	AC633660
CP/SP77975	AD254856
CP/SP77992	AB430496
CP/SP78129	AC746571
~~CP/SP78518~~	~~6248507~~
CP/SP78566	AC754621
CP/SP78843	9306542
CP/SP78875	6221328
CP/SP79678	AD344481
CP/SP80022	AF892778
CP/SP80345	AD866511
CP/SP80522	AD511455

DELETE

I am authorised to
make the alteration -
SHE E

BRIAN WHARTENS - ASERID

ANNEXURE A

Title reference	Dealing number
CP/SP8093	AA706071
CP/SP81128	AE443377
CP/SP81412	AE236181
CP/SP81899	AE634486
CP/SP82279	AE596221
CP/SP82487	AE553825
CP/SP82837	AF41550
CP/SP82954	AF175349
CP/SP83116	AF103591
CP/SP83285	AB695506
CP/SP83833	7936341
CP/SP83861	AF524775
CP/SP84416	7850694
CP/SP84574	AF858620
CP/SP84632	AF75450
CP/SP84812	AF935752
CP/SP85105	AG94996
CP/SP86011	AB279908
CP/SP88677	AE554875
CP/SP88677	AE554876

ANNEXURE A

DELETE

DELETE

Title reference	Dealing number
CP/SP88678	AE554874
CP/SP89873	AA29372
~~CP/SP9392~~	~~6103500~~
CP/SP9414	AG56747
D/373329	5043142
~~F/27893~~	~~AB540954~~
G/419941	AC894693
X/420706	AC455958

I am authorised to
make the alterations.

Brian Warters - RUCARID



AG652620C

Form: 15CB
Licence: 1034A/404/96

CHANGE OF BY-LAW

LPI NSW use only

New South Wales

Strata Schemes Management Act 1996 *Do not affix additional pages here:*
Real Property Act 1900 *use the left hand corner*

PRIVACYNOTE: Section 31B of the Real Property Act 1900 (RPA) authorizes 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

CP/SP67782

(B) LODGED BY

Delivery Box

Name, Address or DX and Telephone

392 C
392C

SYDNEY LEGAL AGENTS
LLP : 128005 Y

Teys/11153

CB

(C) The Owners-Strata Plan No. 67782 certify that pursuant to a resolution passed on 3 August 2011 and in accordance with the provisions of –

- (D)
- ~~section 54 of the Community Land Management Act 1989~~
 - ~~section 11 of the Strata Schemes (Freehold Development) Act 1973~~
 - section 52 of the Strata Schemes Management Act 1996
 - ~~order No. of the Strata Schemes Adjudicator~~
 - ~~order No. of the Strata Schemes Board~~

the by-laws are changed as follows:

(E) Added By-Law 1 as full set out below.

(See Annexure)

(F) The common seal of The Owners-Strata Plan No 67782 was affixed on 23.11.2011 in the presence of

Signature(s) Yvonne Gamett

Name(s) [use block letters] Yvonne Gamett

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



STRATA SCHEME 67782
Motion for an Additional By-Law

The Owners Strata Plan No. 67782 (the owners corporation) specially resolves under Section 52 Strata Schemes Management Act 1996 (the Act) to make an additional by-law for the benefit of the owner from time to time of lot 99 (the owner) in the following terms -

SPECIAL PRIVILEGE BY-LAW

LOT 99 IMPROVEMENTS

1. This by-law confers on the owner special privileges in respect of part of the common property as a consequence of the improvements to be made to the owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making the following improvements that affect the common property as set out in the drawing entitled "Roof Framing Details" prepared by S.Polycarpou dated April 2011, *annexed* to this by-law and marked "A" -
 - (a) Installing posts approximately 2450 millimetres in height along the boundary walls of the open roof terrace of the lot and affixing the posts into the floor and walls of the open roof terrace of the lot.
 - (b) Affixing Hebel blocks approximately 300 millimetres in height above the existing brick walls of the open roof terrace where the posts are installed and enclosing the covered area of the terrace of the lot.
 - (c) Installing a ribbed metal colour bond roof with grated purlins on top of the posts to cover part of the open roof terrace and installing metal capping on top of Hebel blocks.
3. The owners corporation acknowledges that other aesthetic works are being undertaken by the owner that do not affect common property and do not require the consent of the owners corporation.
4. The owner must, at the owner's cost:
 - (a) properly maintain and keep the common property to which the improvements are erected or attach in a state of good and serviceable repair; and
 - (b) properly maintain and keep the improvements in a state of good and serviceable repair and must replace the improvements (or any part of them) as required from time to time.
5. The owners corporation is to continue to be responsible for any work necessary to rectify any -
 - (a) structural defects comprised in the lot that affects or is likely to affect the support or shelter provided by that lot for another lot in the building or the common property, and

The common seal of The Owners-Strata Plan No 67782
was affixed on 23.11.2011 in the presence of

Signature(s) Yvonne Gamett

Name(s) [use block letters] Yvonne Gamett
being the person(s) authorised by section
238 of the Strata Schemes Management Act
1996 to attest the affixing of the seal.



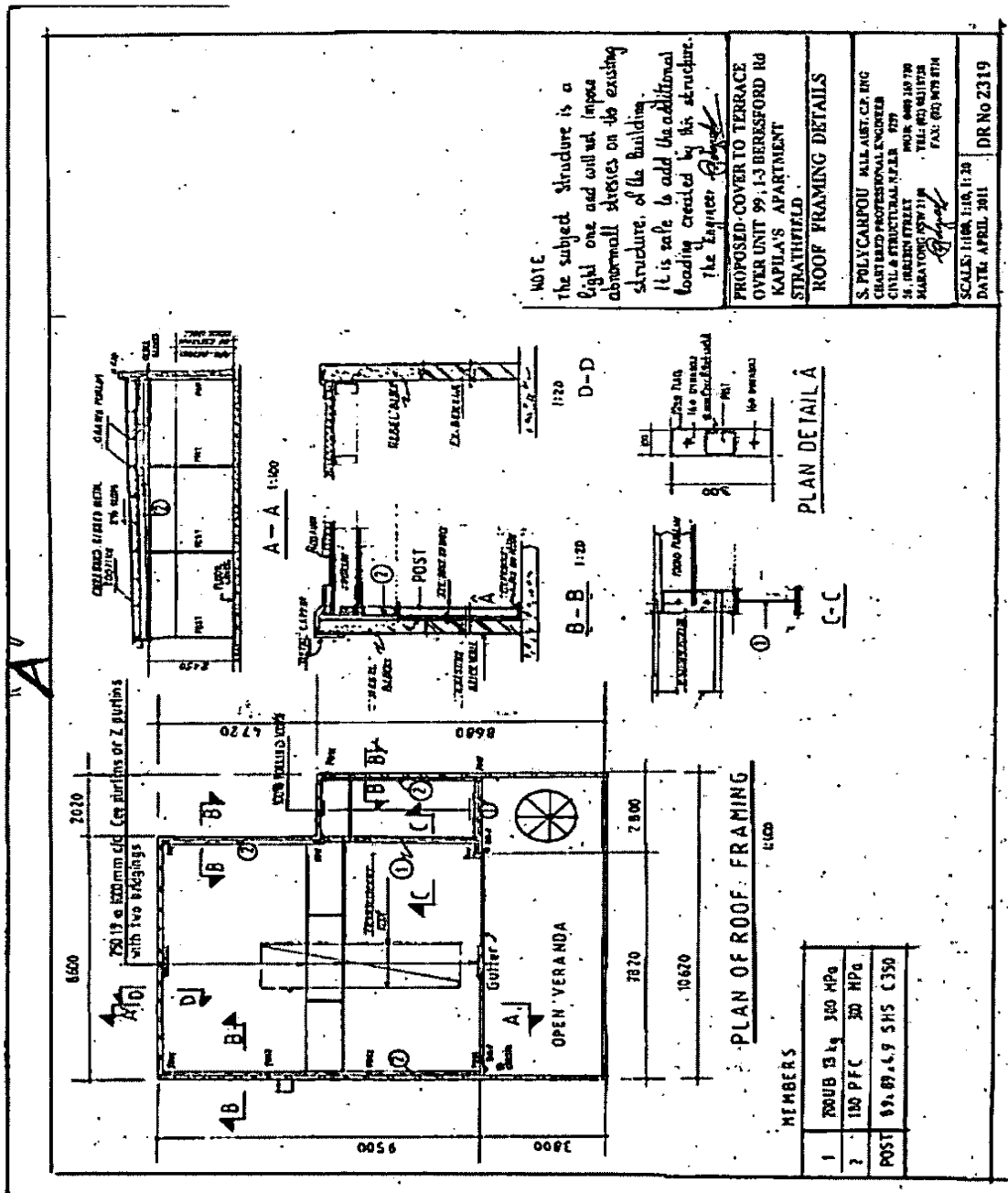
- (b) any defect in any pipe, wire, cable or duct that provides, or through which passes, any water, sewage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil or other service (including telephone, radio or television services) within a lot.
6. The owner indemnifies the owners corporation against all loss and damage suffered as a result of making the improvements including the repair and maintenance of the improvements which loss and damage may be recovered from the owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
7. The owner must pay the reasonable costs of the owners corporation of and incidental to the making and registration of this by-law including the costs of having the improvements inspected and certified as compliant with all relevant building standards, laws and codes.
8. To the extent of any inconsistency with previous by-laws, this by-law prevails.

The common seal of The Owners-Strata Plan No 67782
was affixed on 23.11.2011..... in the presence of

Signature(s) Yvonne Gamett.....

Name(s) [use block letters] Yvonne Gamett
being the person(s) authorised by section
238 of the Strata Schemes Management Act
1996 to attest the affixing of the seal.





NOTE
 The subject structure is a light one and will not impose abnormal stresses on the existing structure of the building. It is safe to add the additional loading created by its structure. The Engineer's signature: [Signature]

PROPOSED COVER TO TERRACE OVER UNIT 99, 13 BERRSFORD RD KAPILA'S APARTMENT STRATHFIELD.

ROOF FRAMING DETAILS

S. POLYCARPOU M.A. AUST. C.P. ENG.
 CHARTERED PROFESSIONAL ENGINEER
 CIVIL & STRUCTURAL ENGINEER
 28, HAZEN STREET
 MARRONG NSW 2177
 MOBILE 0408 180 710
 TEL: (02) 961 8111
 FAX: (02) 961 8111

SCALE: 1/100, 1/20
 DATE: APRIL 2011
 DR No 2319

The common seal of The Owners-Strata Plan No 67782 was affixed on 23.11.2011 in the presence of

Signature(s) [Signature]

Name(s) [use block letters] Joanne Garrett
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



InfoTrack
GPO BOX 4029
SYDNEY NSW 2001

Issue Date : 13/07/2016
Receipt No. : 337726
Fee Paid : \$53.00

Address : 167/1-3 BERESFORD ROAD STRATHFIELD NSW 2135
Description : LOT 167 SP 67782
Owner : J GU

Fees : Planning Certificate under Section 149(2) - \$53.00
Planning Certificate under Section 149(5) - \$80.00
Urgency fee - \$150.00 (includes GST)

PLANNING CERTIFICATE

Section 149 (2) Environmental Planning & Assessment Act 1979

This certificate refers to the following matters prescribed under s149 (2) of the above Act.

Item 1. Names of relevant environmental planning instruments and development control plans.

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

REPLY: *Strathfield Local Environmental Plan 2012* commenced 29/3/13.
Refer to attachment for relevant State Environmental Planning Policies.

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

REPLY: No.

- (3) The name of each Development Control Plan (DCP) that applies to the carrying out of development on the land.

REPLY: Refer to attachment for relevant DCPs.



Item 2. Zoning and land use under relevant Local Environmental Plans.

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

- (a) The identity of the zone, whether by reference to a name or by reference to a number.

REPLY: R3 - Medium Density Residential in the Strathfield Local Environmental Plan 2012.

- (b) The purposes for which the instrument provides that development may not be carried out without development consent.

- (c) The purposes for which the instrument provides that the carrying out of development is prohibited within the zone.

REPLY: Refer to attachment for relevant land use table in the *Strathfield Local Environmental Plan 2012*.

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

REPLY: Yes - Refer to Strathfield LEP 2012 Lot Size Map.

- (e) Whether the land includes or comprises critical habitat.

REPLY: No.

- (f) Whether the land is in a heritage conservation area.

REPLY: No.

- (g) Whether an item of environmental heritage is situated on the land.

REPLY: No.

Item 2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?

REPLY: No.

Item 3. **Complying Development**

- (1) Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 and (e),(2),(3) and (4),1.18(1),(c3) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General Housing Code

REPLY: Yes - Complying Development under the General Housing Code may be carried out on this land.

Rural Housing Code

REPLY: No – Complying Development under the Rural Housing Code may not be carried out on this land.

Housing Alterations Code

REPLY: Yes – Complying Development under the Housing Alterations Code may be carried out on this land.

General Commercial and Industrial Code

REPLY: Yes – Complying Development under the General Commercial and Industrial Code may be carried out on this land.

Subdivision Code

REPLY: Yes – Complying Development under the Subdivision Code may be carried out on this land.

General Development Code

REPLY: Yes – Complying Development under the General Development Code may be carried out on this land.

Demolition Code

REPLY: Yes – Complying Development under the Demolition Code may be carried out on this land.

Item 4. Coastal protection

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

REPLY: No.

Item 4A. Certain information relating to beaches and coasts

Strathfield Municipal Council is identified as a coastal council of NSW pursuant to Planning Circular PS-11-001, issued on 24 January 2011, to which the following applies:

In relation to a coastal council:

REPLY: No - Council records at the date of this certificate do not indicate that the subject land is subject to an order under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land).

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

REPLY: No - Council records at the date of this certificate do not indicate that Council has been notified under Section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of the Act) have been placed on the land (or on public land adjacent to that land).

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

REPLY: Not applicable.

- (3) Whether any such information (if any) as required by the regulations under Section 56B of the *Coastal Protection Act 1979* to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

REPLY: No - Council records indicate that Council has not been notified of such information (if any) as required by the regulations under Section 56B of the *Coastal Protection Act 1979* which should be included in the planning certificate.

Item 4B. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the *Local Government Act 1993* for coastal protection works (within the meaning of Section 553B of that Act).

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

REPLY: No - Council records as at the date of this certificate do not indicate that the owner (or any previous owner) of the subject land has consented in writing to the land being subject to annual charges under Section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

Item 5. Mine subsidence

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

REPLY: No.

Item 6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*; or

- (b) Any environmental planning instrument; or
- (c) Any resolution of the Council

REPLY: No.

Item 7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) Adopted by the council, or;
- (b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

REPLY: Yes – Council has adopted by resolution a policy for the management of development on contaminated land. This policy will restrict development of land:

- Which is affected by contamination;
- Which has been used for certain purposes;
- In respect of which there is not sufficient information about contamination;
- Which is proposed to be used for certain purposes;
- In other circumstances contained in the policy.

Refer to Part K – Development on Contaminated Land of the *Strathfield Consolidated Development Control Plan 2005* for more information.

Item 7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

REPLY: The site is within the '1 - in - 100 flood event' (refer to Council's Interim Flood Policy attached).

Item 8. Land reserved for acquisition

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

REPLY: No.

Item 9. Contributions plans

The name of each contributions plan applying to the land.

REPLY: Strathfield Indirect Development Contributions Plan 2010
(Amended 3 September 2010).

Strathfield Direct Development Contributions Plan 2010
(Amended 3 September 2010).

Item 9A. Biodiversity certified land

Whether or not the subject land is biodiversity certified land?

REPLY: No – Council is not aware that the subject land is biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)

Item 10. Bio-banking agreements

Whether or not a bio-banking agreement, has been entered in to the subject land?

REPLY: No – Council is not aware of a bio-banking agreement entered in to the subject land under section 127D of the *Threatened Species Conservation Act 1995*.

Item 11. Bush Fire Prone Land

Whether or not the land is bush fire prone land.

REPLY: No - No land in Strathfield LGA is identified as bush fire prone land as defined in the Act.

Item 12. Property vegetation plans

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

REPLY: No.

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

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

REPLY: No.

Item 14. Directions under Part 3A

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

REPLY: No, the site has not been identified as a project on the land under Part 4 of the Act.

Item 15. Site compatibility certificates and conditions for seniors housing

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

- (a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (i) The period for which the certificate is current, and;
 - (ii) That a copy may be obtained from the head office of the Department of Planning, and;
- (b) A statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing For Seniors or People with a Disability) 2004* that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

REPLY: No – Council is not aware of a current site compatibility certificate (seniors housing) being issued for subject site in respect of the proposed development on the land.

Item 16. Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the Council is aware, in respect of proposed development on the land, and:

- (a) The period for which the certificate is valid, and;
- (b) That a copy may be obtained from the head office of the Department of Planning.

REPLY: No – Council is not aware of a valid site compatibility certificate (infrastructure) being issued in respect of the proposed development on the land.

Item 17. Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land, and:
 - (a) The period for which the certificate is valid, and;
 - (b) That a copy may be obtained from the head office of the Department of Planning
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

REPLY: No – Council is not aware of a current site compatibility certificate (affordable rental housing) being issued in respect of the proposed development on the land.

Item 18. Site verification certificates

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

- (a) the matter certified by the certificate, and

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

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

REPLY: No – Council is not aware of a current site verification certificate (Mining, Petroleum Production and Extractive Industries) 2007 (Mining SEPP) being issued in respect of the proposed development on the land.

Item 19. Matters arising under the Contaminated Land Management Act 1997

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

- (a) At the date of this certificate, is the land to which this certificate relates significantly contaminated land?

REPLY: No - Council records as at the date of this certificate do not indicate that the subject land is declared by the Environment Protection Authority to be significantly contaminated land as defined under the Contaminated Land Management Act 1997.

- (b) At the date of this certificate, is the land to which this certificate relates subject to a management order?

REPLY: No – Council records as at the date of this certificate do not indicate that the subject land is subject to a management order.

- (c) At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?

REPLY: No – Council records do not indicate at the date of this certificate that the land to which this certificate relates is the subject of an approved voluntary management proposal.

- (d) At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?

REPLY: No – Council records do not indicate at the date of this certificate that the land to which this certificate relates is subject to an ongoing maintenance order.

- (e) At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?

REPLY: No - Council records do not indicate at the date of this certificate that the land to which this certificate relates is subject of a site audit statement and a copy of such a statement has been provided to the Council.



SILVIO FALATO
A / DIRECTOR INFRASTRUCTURE AND DEVELOPMENT



TREE PRESERVATION ORDER

In accordance with the Tree Preservation Order applying to the Strathfield Council area, no tree having a height greater than 4.0 metres or a girth greater than 0.5 metres measured at a point 10 metres above ground level, shall be ringbarked, cut down, topped, lopped, removed, injured or willfully destroyed without prior written consent of Council.

NOTE:

- 1) Any person who contravenes or causes or permits to be contravened the provisions of the Tree Preservation Order shall be guilty of an offence.
- 2) **PENALTY:** Section 126 of the Environmental Planning and Assessment Act. 1979

A person guilty of an offence against this Act shall, for every such offence, be liable to the penalty expressly imposed and, if no penalty is so imposed, to a penalty not exceeding \$1,100,000. The Court may also direct that new trees and vegetation be planted and that a security be paid to ensure their establishment.

Strathfield Municipal Council
Residential Zoned Sites

Attachments referred to in Section 149 Certificate

Attachment referred to in Item 1 (1)

SEPP (State and Regional Development) 2011 – published 28.9.11

The aims of this Policy are to identify development that is State significant development, to identify development that is State significant infrastructure and critical State significant infrastructure and to confer functions on joint regional planning panels to determine development applications.

SEPP (Affordable Rental Housing) 2009 – published 31.07.09

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP (Exempt and Complying Development Codes) 2008 - gazetted 12.12.08. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Building Sustainability Index) 2004 – gazetted 25.06.04. This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

SEPP (Housing for Seniors or People with a Disability) 2004 - gazetted 31.03.04. Encourages the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood. Note the name of this policy was changed from SEPP (Seniors Living) 2004 to SEPP (Housing for Seniors or People with a Disability) 2004 effective 12.10.07

State Environmental Planning Policy No.55 - Remediation of land (gazetted 28.8.98) - Introduces state-wide planning controls for the remediation of contaminated land. If the land is unsuitable, remediation must take place before the land is developed. The policy defines when consent is required, requires all remediation to comply with standards, ensures land is

investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.

State Environmental Planning Policy No.64 - Advertising and Signage - gazetted 16.3.01 aims to ensure that signage including advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of a high quality and design. The policy prohibits advertisements in certain locations and sets controls for advertisements along major roads and waterways. The SEPP was amended in August 2007 regarding outdoor advertising in transport corridors (eg freeways, tollways and rail corridors).

State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development - gazetted 26.7.02 and amended 20.12.02 aims to improve the design and quality of residential flat developments. The policy identifies certain performance criteria which must be taken into account when determining an application and also makes provision for Design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

SEPP (Temporary Structures) 2007 – gazetted 28.09.07

Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. Note the name of this policy was changed from SEPP (Temporary Structures and Places of Public Entertainment) 2007 to SEPP (Temporary Structures) 2007 effective 26.10.09.

SEPP (Major Development) 2005 – gazetted 01.08.05

Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.

SEPP (infrastructure) 2007

Gazetted 21.12.07 - provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

Attachment referred to in Item 1 (2)

Refer to **attachment**

Attachment referred to in Item 1 (3)

Strathfield Consolidated Development Control Plan 2005 Part A- Dwelling Houses and Ancillary Structures.

Strathfield Consolidated Development Control Plan 2005 Part B - Dual Occupancy Developments.

Strathfield Consolidated Development Control Plan 2005 Part C - Multiple Unit Housing
(applies to Residential B zone only)

Strathfield Consolidated Development Control Plan 2005 Part E Child Care Centres

Strathfield Consolidated Development Control Plan 2005 Part F - Bed and Breakfast Establishments

Strathfield Consolidated Development Control Plan 2005 Part H - Waste Management

Strathfield Consolidated Development Control Plan 2005 Part I - Provision of Off-Street Parking Facilities.

Strathfield Consolidated Development Control Plan 2005 Part J - Erection and Display of and Advertising Signs and Structures.

Strathfield Consolidated Development Control Plan 2005 Part K - Development on Contaminated Land

Strathfield Consolidated Development Control Plan 2005 Part L - Public Notification Requirements for Development and Complying Development Applications

Strathfield Consolidated Development Control Plan 2005 Part M - Educational Establishments

Strathfield Consolidated Development Control Plan 2005 Part N – Water Sensitive Urban Design

Development Control Plan No. 20 - Parramatta Road Corridor Area (Site Specific DCP)
(3.5.06)

Development Control Plan No. 25 - 79 Courallie Avenue, Homebush West (Site Specific DCP)
(3.5.06)

***Codes** - Council has adopted codes relating to hospitals and landscaping.

Attachment referred to in Items 2 (d)

Refer to attached "LAND USE TABLE - RESIDENTIAL ZONES"

LAND USE TABLE - RESIDENTIAL ZONES

Zone R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low 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 development of housing does not adversely impact the heritage significance of adjacent heritage items and conservation areas.

2. Permitted without consent

Home occupations

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Environmental protection works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Water recycling facilities

4. Prohibited

Any development not specified in item 2 or 3

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.

2. Permitted without consent

Home occupations

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Water recycling facilities

4. Prohibited

Any development not specified in item 2 or 3

Zone R4 High Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Home occupations

3. Permitted with consent

Boarding houses; Child care centres; Community facilities; Hotel or motel accommodation; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Shop top housing; Any other development not specified in item 2 or 4

4. Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Attached dwellings; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Semi-detached dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Water recreation structures; Water treatment facilities; Wholesale supplies

STRATHFIELD LEP 2012 - EXEMPT AND COMPLYING DEVELOPMENT

The LEP identifies the types of development which are exempt and complying development within the Strathfield Municipality.

Exempt development consists of development that has minimal impact and complies with the set criteria listed in Part 3 of the Strathfield LEP 2012. No development consent is required for exempt development.

Complying development consists of development that is more complex than exempt and does require development consent by either Council or an Accredited Certifier. Development is only complying development if it meets all the specified criteria in Part 3 of the Strathfield LEP 2012.

Details of exempt and complying development can be obtained by contacting the Customer Service Staff on 9748-9999 during business hours.

* * * * *

Attachment referred to in Item 7 - Section 149 Certificate

- Council is currently preparing a policy for Development of Flood Prone Lands.
- Preliminary indications are that the subject land may be affected by overland flow to a depth which may affect any proposed development on site.
- On 7 December 1999 Council adopted an "Interim Residential Development Flood Prone Land" to guide future development on land so affected.
- If you are contemplating any redevelopment of the site either long or short term, you should contact Council's Drainage & Development Engineer (02) 9748-9999 to determine whether the subject land is affected by the Interim Policy – Residential Development Flood Prone Land.

Standard form Residential tenancy agreement



Fair
Trading

Landlord Name (1):

Janey Gu

Landlord Name (2):

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

~~167 / 1-3 Beresford RD Strathfield~~ 26
6128/6 Porter St KYDE Postcode: 2135 2112

Telephone number (of landlord or agent):

0431 454 804

Tenant's Name (1):

MICHAEL LAM

Tenant's Name (2):

Tenant's Name (3):

Add all other tenants here:

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

Postcode:

Telephone number/s:

0426 427 577

Landlord's agent:

N/A

Address for services of notices:

Postcode:

Telephone number/s:

Premises:

(a) location

167 / 1-3 Beresford RD Strathfield 2135

(b) inclusions

Sofa + fridge + Dining table + stool.

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

Term:

The term of this agreement is

weeks/months/years,

For a fixed term agreement insert the term.
Otherwise leave blank or write 'periodic'

starting on

13 / 02 / 2016

and ending on

13 / 02 / 2016

Rent:

600 -

a week

☐

fortnight

☐

payable in advance starting on

13 / 02 / 2016

The method by which the rent must be paid:

(a) to Jancy 60 at _____
by cash or cheque, or

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

BSB number: 112-879 account number: 422 672 173

account name: Jancy 60

payment reference: Strathfield, or

(c) as follows: _____

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

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

A rental bond of \$ 2400 — must be paid by the tenant on signing this agreement.

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

IMPORTANT INFORMATION

Maximum number of occupants

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

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: N/A Telephone: N/A

Plumbing repairs: N/A Telephone: N/A

Other repairs: N/A Telephone: N/A

Water usage

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

☐ Yes ☒ No

If yes, see clauses 11 and 12.

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? ☐ Yes ☒ No

If yes, see clause 35.

Condition report

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

Tenancy laws

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

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 'Premises'.
2. The landlord agrees to give the tenant:
 - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3. The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

Rent increases

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

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

6. The landlord and the tenant agree:

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

Rent reductions

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

Payment of council rates, land tax, water and other charges

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

10. The tenant agrees to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3 all charges for pumping out a septic system used for the residential premises, and
 - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1 are separately metered, or
 - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.
11. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
 - 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
 - 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
 - 11.4 the residential premises have the following water efficiency measures:
 - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

Possession of the premises

13. The landlord agrees:

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

Tenant's right to quiet enjoyment

14. The landlord agrees:

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

Use of the premises by tenant

15. The tenant agrees:

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

16. The tenant agrees:

- 16.1 to keep the residential premises reasonably clean, and

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

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

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

Landlord's general obligations for residential premises

18. The landlord agrees:

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger

to any person or enable maintenance or repairs to be carried out), and

- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

Urgent repairs

19. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
 - 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
 - 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
 - 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
 - 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
 - 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

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

Sale of the premises

20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
 - 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

22. The landlord and tenant agree:

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

Landlord's access to the premises

23. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 23.2 if the NSW Civil and Administrative Tribunal so orders,
 - 23.3 if there is good reason for the landlord to believe the premises are abandoned,
 - 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
 - 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.
- 24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
 - 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
- 25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

Locks and security devices

29. The landlord agrees:

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

30. The tenant agrees:

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

Alterations and additions to the premises

27. The tenant agrees:

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

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

Transfer of tenancy or sub-letting by tenant

32. The landlord and tenant agree that:

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

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

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

Change in details of landlord or landlord's agent

34. The landlord agrees:

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

Mitigation of loss

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

Rental bond

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

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

Smoke alarms

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

Swimming pools

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

40. **The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.
- [Cross out this clause if there is no swimming pool]
- 40A. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:
- 40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note: This clause does not apply to a residential tenancy agreement entered into before 29 April 2016.

Additional terms

[Additional terms may be included in this agreement if:

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

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

Additional term—break fee

[Cross out this clause if not applicable]

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

- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2 if the fixed term is for more than 3 years, [specify amount]:

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

Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

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

Additional term—pets

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
44. The landlord agrees that the tenant may keep the following animals on the residential premises:

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

Insert any other agreed additional terms here. Attach a separate page if necessary.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the NSW Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

Signed by the landlord/agent

Name of landlord/agent

Jancy 6✓

Signature of landlord/agent

on the 11th day of Feb 2016

in the presence of (witness)

Name of witness

Richard Khuong

Signature of witness

Signed by the tenant (1)

Name of tenant

MICHAEL LAM

Signature of tenant

on the day of 20__

in the presence of (witness)

Name of witness

Richard Khuong

Signature of witness

Signed by the tenant (2)

Name of tenant

Signature of tenant

on the day of 20__

in the presence of (witness)

Name of witness

Signature of witness

Signed by the tenant (3) and any other tenants

Name of tenant/s

Signature of tenant/s

on the day of 20__

in the presence of (witness)

Name of witness

Signature of witness

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the *New tenant checklist* published by NSW Fair Trading.

Signature of tenant/s

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

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

