

## Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Antrose Pty Limited t/a Morton Real Estate Agency</b> <b>ABN 55 050 068 963</b> Shop 25, 7 Macquarie Street Sydney NSW 2000	Phone: 1300 858 221 Email: <a href="mailto:emmar@morton.com.au">emmar@morton.com.au</a> Ref: Emma Ryan
co-agent vendor	<b>Icon Oceania Surry Hills Pty Ltd ACN 613 788 239</b>	
vendor's solicitor	<b>Elson Pow &amp; Associates</b> Level 5, 65 York Street, Sydney NSW 2000	Phone: 02 9290 3388 Fax: 02 9290 3335 Email: <a href="mailto:epa@elsonpow.com">epa@elsonpow.com</a>
date for completion	42 <sup>nd</sup> day after the contract date	(clause 15)
land (address, plan details and title reference)	Apartment 3.03, 10-14 Cooper Street, Surry Hills NSW 2010 Lot 9 in Strata Plan 96543 Folio Identifier: 9/SP96543	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

<b>inclusions</b>	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: oven, microwave oven, clothes dryer		
<b>exclusions</b>				
<b>Purchaser</b>	Name:			
	Address:			
<b>Guarantor</b> (if purchaser is a company)	Name:			
	Address:			
<b>purchaser's solicitor</b>	Phone:			
	Fax:			
	Email:			
<b>price</b>	\$			
<b>deposit</b>	\$	(10% of the price, unless otherwise stated)		
<b>balance</b>	\$			
<b>contract date</b>	(if not stated, the date this contract was made)			

buyer's agent

SEE EXECUTION PAGE

vendor

SEE EXECUTION PAGE

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

witness

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

witness

**Choices**

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

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

**Electronic transaction** (clause 30) ☐ no ☒ YES  
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

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

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

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

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

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

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

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

Supplier's name: Icon Oceania Surry Hills as trustee for Oceania Surry Hills Unit Trust

Supplier's ABN: 89 927 439 371

Supplier's GST branch number (if applicable):

Supplier's business address: Suite 12, level 8, 66 Goulburn Street, Sydney NSW 2000

Supplier's email address: [michael\\_yi@me.com](mailto:michael_yi@me.com)

Supplier's phone number: 0433 333 333

Supplier's proportion of **GSTRW payment**: 7% of purchase price

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): 7% of purchase price

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

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

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

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

## List of Documents

**General**

- ☒ 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 to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☒ 22 *clearance certificate*
- ☒ 23 land tax certificate

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

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

**Other**

- ☒ 59 occupation certificate
- ☒ 60 letter from Sydney Water regarding sewer service diagram

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

Strata Plus Pty Ltd  
PO Box H181  
Australia Square NSW 1215

Phone: 02 8198 8500

## EXECUTION BY THE VENDOR

Executed by  
**Icon Oceania Surry Hills  
Pty Ltd**  
in accordance with Section  
127 of the Corporations Act 2001  
by its two directors:

.....  
Nico Tjen – Director

.....  
Michael Yi - Director

## EXECUTION BY THE PURCHASER

*(purchaser as individual person/s)*

Signed by the purchaser  
in the presence of:

.....  
Signature of Witness

.....  
Signature of Purchaser

.....  
Name of Witness

.....  
Name of Purchaser

.....  
Signature of Witness

.....  
Signature of Purchaser

.....  
Name of Witness

.....  
Name of Purchaser



*(purchaser as corporation)*

Executed by

\_\_\_\_\_  
Pty Ltd in accordance with Section  
127 of the Corporations Act 2001):

\_\_\_\_\_  
Director/Sole Director

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Name of Director/Sole Director (Print)

\_\_\_\_\_  
Name of Director/Secretary (Print)

**EXECUTION BY THE GUARANTOR**

Signed by the Guarantor  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Guarantor (Print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Guarantor (Print)

***(purchaser under Power of Attorney)***

Executed by \_\_\_\_\_

on behalf of \_\_\_\_\_

under registered power of attorney

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

in the presence of:

.....  
Signature of Witness

.....  
Signature of Attorney

.....  
Name of Witness

.....  
Name of Attorney (Print)

Executed by \_\_\_\_\_

On behalf of \_\_\_\_\_

under power of attorney registered

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

in the presence of:

.....  
Signature of Witness

.....  
Signature of Attorney

.....  
Name of Witness

.....  
Name of Attorney (Print)

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss 14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>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 – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice of and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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



- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.  
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.  
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.  
16.4 The legal title to the *property* does not pass before completion.  
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.  
16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –  
16.7.1 the price less any:  
  - deposit paid;
  - *FRCGW* remittance payable;
  - *GSTRW* payment; and
  - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.  
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.  
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.  
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –  
16.11.1 if a special completion address is stated in this contract - that address; or  
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or  
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.  
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.  
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.  
17.2 The vendor does not have to give vacant possession if –  
17.2.1 this contract says that the sale is subject to existing tenancies; and  
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).  
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.  
18.2 The purchaser must not before completion –  
18.2.1 let or part with possession of any of the *property*;  
18.2.2 make any change or structural alteration or addition to the *property*; or  
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.  
18.3 The purchaser must until completion –  
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and  
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

## **25 Qualified title, limited title and old system title**

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

## **26 Crown purchase money**

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

## **27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;



- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Lot / 10-14 Cooper Street SURRY HILLS NSW 2010

## **ANNEXURE A**

These are the Additional Conditions of sale referred to and forming part of the Contract for the Sale of Land made between

**Icon Oceania Surry Hills Pty Ltd ACN 613 788 239** as Vendor  
and

\_\_\_\_\_ as Purchaser with respect to the land known as **Apartment \_\_\_\_\_, Lot \_\_\_\_\_, Calibre Surry Hills, 10-14 Cooper Street Surry Hills NSW 2010** being all of the land comprised in Certificate of Title Folio Identifier \_\_\_\_\_/SP96543.

DATED: \_\_\_\_\_

### **33. AMENDMENTS OF PRINTED FORM AND SEVERABILITY**

**33.1.** The printed form of contract is amended as follows:

- (a) Clause 1
  - (i) Delete the words "a buildings society or credit union" from the definition of "bank";
  - (ii) add "*from any competent authority or adjoining owner*" at the end of the definition of "work order";
- (b) Clause 2.4 – delete "by giving cash (up to \$2,000) or";
- (c) Clause 5.2.1 - delete "or it is a general question about the property or title";
- (d) Clause 5.2.2 – replace the semicolon with a full stop and delete "and";
- (e) Clause 5.2.3 is deleted;
- (f) Clause 7.1.1 is deleted;
- (g) Clause 7.1.3 is replaced with:

*"the purchaser does not serve notice waiving the claim within 7 days after that service; and"*;
- (h) Clause 7.2.1 – "10%" is replaced with "1%";
- (i) Clause 8.1.1 – delete "on reasonable grounds";
- (j) Clause 8.1.2 – delete "and on those grounds";
- (k) Clause 10.1, line 1 is replaced with:

"The purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of-";
- (l) A new clause 10.4 is inserted as follows:

"For the purposes of this contract the vendor discloses all the matters and material appearing in the documents, copies of which are attached to this

contract whether specified in the list of documents on page 2 of this Contract or not.”

- (m) Clauses 12.1 and 12.2 are deleted;
- (n) Clause 13.13.3 is amended by inserting the following words at the end of the clause:

“and provide the vendor with written confirmation that the purchaser has done so within 7 days after completion; and”
- (o) Clause 13.13.4 is deleted and replaced with:

“serve on the vendor a copy of the settlement date confirmation form submitted to the Australian Taxation Office no later than one (1) business day after completion has occurred and evidence of receipt of payment by the Australian Taxation Office of the GSTRW payment within five (5) business days after receipt of that evidence by the purchaser”;
- (p) A new Clause 13.14 is inserted to read as follows:

“The purchaser indemnifies the vendor against all losses, damages and costs suffered or incurred by the vendor (including without limitation all penalties that may be imposed on the vendor and legal costs incurred by the vendor) as a result of the purchaser’s breach of its obligations under Clause 13.13. Clauses 13.13 and 13.14 will survive completion.”
- (q) Clause 14.3 is deleted;
- (r) Clause 14.4.2 is deleted;
- (s) Clause 14.8 – add “by any competent authority” after “started”;
- (t) Clause 16.7 – delete “by cash (up to \$2,000) or”
- (u) Clause 16.8 is deleted;
- (v) Clause 20.5 – replace the letter “A” at the beginning of the clause with the words “Normally a”;
- (w) In Clause 20.6:
  - delete “and” at the end of clause 20.6.6; and
  - replace the full stop at the end of clause 20.6.7 with “; and”;
- (x) Clause 22 is deleted;
- (y) Clauses 23.9, 23.14 and 23.17 are deleted;
- (z) Clause 23.13 – replace the words “the vendor” with the words “the purchaser”;
- (aa) Clause 30.11.3 – delete the figures “13.13.4”;
- (bb) Clause 31 is deleted and replaced with the following clause:

**“31. Foreign Resident Capital Gains Withholding**

**31.1** For the purpose of this clause, the following terms are defined to mean:

**“Clearance Certificate”** means a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion;

**“Remittance Amount”** means the lesser of 12.5% of the price (inclusive of GST, if any) and the amount specified in a Variation served by a party;

**“TA Act”** means the Taxation Administration Act 1953 as amended from time to time; and

**“Variation”** means a variation made under s14-235 of Schedule 1 of the TA Act.

**31.2** This clause 31 applies only if:

- (a) the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
- (b) a Clearance Certificate in respect of the vendor is not attached to this contract.

**31.3** If the vendor does not serve on the purchaser a Clearance Certificate in respect of the vendor at least ten (10) business days prior to the Completion Date, the purchaser must:

- (a) at least 5 days before the Completion Date, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- (b) produce on completion a settlement cheque for the Remittance Amount payable to the Deputy Commissioner of Taxation;
- (c) forward the settlement cheque to the payee immediately after completion; and
- (d) serve on the vendor evidence of receipt of payment of the Remittance Amount within five (5) business days after receipt of that evidence by the purchaser.

**31.4** The vendor cannot refuse to complete if clause 31.3 applies and the purchaser complies with clauses 31.3(a) and 31.3(b).

**31.5** If the vendor serves any Clearance Certificate or Variation, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

**31.6** If the vendor serves a Clearance Certificate in respect of the vendor, clauses 31.3 and 31.4 do not apply.”

**33.2.** If there is any inconsistency between these additional conditions and the terms and conditions of the printed form of Contract then these additional conditions will prevail to the extent of the inconsistency.

**33.3.** If one or more provisions of this Contract or any part of the provisions of this Contract are invalid, illegal or unenforceable then such provisions will be severable from this Contract and the validity, legality and enforceability of the remaining provisions of this Contract will not be affected or impaired provided that the basic purpose and intent of this Contract can still be performed.

**33.4.** The headings used in these additional clauses are used for convenience only and will be ignored when construing this contract.

## **34. ATTACHMENTS**

### **34.1. No Warranty**

The vendor does not warrant the accuracy or completeness of any document attached to this Contract.

## **35. PURCHASER'S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS**

### **35.1. Purchaser's Acknowledgement**

- (a) Subject to Section 52A of the *Conveyancing Act 1919* and the Regulations thereunder the Purchaser acknowledges and agrees that in entering into this Contract the Purchaser has not relied upon any warranty or representation made or any other conduct engaged in by the Vendor or any person or body corporate on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon its own enquiries relating to and inspection of the property AND the Purchaser acknowledges and agrees that it accepts the property subject to all defects (whether latent or patent) and in its present state of repair and condition.
- (b) The Purchaser will not be entitled to make any claim objection or requisition or rescind or terminate this Contract in respect of the defects (whether latent or patent) nature, quality, condition, or state of repair of the property or any other matter fact or thing referred to in this Clause.

### **35.2. Purchaser's Warranties & Representations**

The purchaser represents and warrants that:

- (a) the purchaser was not induced to enter into this contract by, and did not rely on, any representations or warranties by the vendor or the vendor's agent about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the Property or about any financial return or income to be derived from the Property) except those representations and warranties set out in this contract; and
- (b) in entering into this contract the purchaser has relied entirely on enquiries relating to the Property made by the purchaser or on the purchaser's behalf; and
- (c) the purchaser has obtained appropriate independent advice on and is satisfied about:
  - (i) the purchaser's obligations and rights under this contract; and

- (ii) the nature of the Property and the purposes for which the Property may lawfully be used; and
- (iii) the purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the Property or in connection with the cost of construction of the Property; and
- (d) the purchaser was not introduced to the vendor or the Property directly or indirectly through or by any real estate agent other than the Vendor's agent specified in the contract particulars on the first page of this contract ("**Vendor's Agent**").

### **35.3. Purchaser's Indemnity**

The purchaser must at all times indemnify the vendor from and against:

- (a) any claim for commission or other moneys made by any person arising out of a breach of the purchaser's warranty in Clause 35.2(d); and
- (b) all actions, proceedings and expenses (including without limitation legal fees and expenses on a full indemnity basis) arising out of any such claim.

### **35.4. Vendor Relies on Purchaser's Warranties**

The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in Clause 35.2 are true and accurate and not misleading.

### **35.5. Entire Agreement**

The purchaser acknowledges that this contract comprises the entire agreement of the parties with respect to the subject hereof and will supersede all prior agreements, understandings and arrangements.

### **35.6. No Claim to be Made by Purchaser**

The purchaser cannot make a claim or requisition, delay completion or rescind or terminate this contract because of:

- (a) the presence, nature, location, availability or non-availability of any Services or any easements or rights in connection with those Services; or
- (b) the discharge of any roof, swimming pool or ground water into the sewer; or
- (c) the property being in the path of the flight routes of aeroplanes landing or taking off from the airport at Mascot; or
- (d) there is any encroachment by or upon the property; or
- (e) there is any breach of the *Local Government Act 1919* or the *Local Government Act 1993 (as amended)* or the *Environmental Planning & Assessment Act 1979 (as amended)* or any of the Ordinances or Regulations made thereunder or pursuant thereto by any of the improvements erected on the property; or



- (f) there are any sewers, drains, pipes, cables, wires or other installations which are on or pass through or over the property or which are used in common with any adjoining land or pass through any other land or that there are or are not any easements or rights in respect of such installations affecting the property;
- (g) any fence is not on its correct boundary or that the property is not fenced or that there exists any give and take fence; or
- (h) there exists any non-compliance with any covenant or easement in respect of which the property has the burden or the benefit.

### **36. INVESTMENT OF DEPOSIT**

**36.1.** The Deposit will not be invested.

**36.2.** The Purchaser is not entitled to make a claim against the Vendor for any interest earned on the Deposit.

### **37. INTEREST AND PERIOD FOR NOTICE TO COMPLETE**

#### **37.1. When Interest is Payable by Purchaser**

If the purchaser completes this contract but does not do so on or before the Completion Date, then on completion in addition to the balance of purchase money and other money payable to the vendor:

- (a) the purchaser must pay the vendor interest at the Interest Rate on:
  - (i) the balance of the price; and
  - (ii) any other amount payable by the purchaser to or at the direction of the vendor under this contract,

from but excluding the Completion Date to and including the date of actual completion; and
- (b) the vendor will have the right to require that adjustments are to be made as at the Completion Date or as at the date of actual completion.

#### **37.2. Payment of Interest Essential**

Payment of interest in accordance with this Clause 37 is an essential term of this contract.

#### **37.3. When Purchaser Need Not Pay Interest**

The purchaser need not pay interest under this Clause 37 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.

#### **37.4. Period for Notice to Complete**

If a party is entitled to serve a notice to complete, then 14 days (excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice. The party giving the notice is entitled to nominate

any time between 10am and 3pm as the time for completion. Time will be of the essence for compliance with the notice to complete.

**37.5. Notice to Complete Can be Withdrawn**

The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and may at its option issue a further notice to complete.

**37.6. Purchaser to Pay for Extra Costs**

If either party issues a notice to complete when entitled to do so ("**Issuing Party**"), then at completion it is essential that the other party pays to the Issuing Party, in addition to the balance purchase price and/or other moneys payable under this contract, an amount of \$380 (including GST) for the additional legal costs and other expenses incurred by the Issuing Party in relation to that notice.

**38. ENCUMBRANCES**

**38.1. Discharge of Mortgage or Withdrawal of Caveat**

If a mortgage or caveat is recorded on the folio of the Register for the Property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat so far as it relates to the Property.

**38.2. Withdrawal of Purchaser's Caveat Not Required**

Despite Clause 38.1, if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio of the Register for the Property, the purchaser must complete this contract despite that caveat.

**38.3. Discharge or Withdrawal to be in Registrable Form**

A discharge of mortgage or withdrawal of caveat given under Clause 38.1 must be executed in registrable form and the registration fees payable must be allowed by the vendor to the purchaser on completion.

**38.4. Vendor Need Not Remove Charge until Completion**

The vendor will not be obliged to remove any charge on the Property for any rate, tax or outgoing until the time when completion of this contract is effected and may serve a notice to complete on the purchaser notwithstanding that at the time such notice is issued or at any subsequent time there is a charge on the Property for any rate, tax or outgoing.

**39. PURCHASER'S ACKNOWLEDGMENT THAT MATERIALS MAY CHANGE**

The purchaser acknowledges and agrees that:

- (a) some of the materials used in the Property (particularly in finishes and fittings) may comprise natural products (such as stone, timber and the like);

- (b) these materials may exhibit variations in shade, colour, texture and colour surface finish, markings, or the like and may contain natural fissures, occlusions, lines, veins, indentations or the like;
- (c) these materials may expand, contract or distort over time as a result of exposure to heat, cold, sunlight, weather or the like;
- (d) these materials may mark or stain if exposed to certain substances by the purchaser;
- (e) these materials may be damaged or disfigured by impact or scratching or other mechanical means by the purchaser;
- (f) these materials may require ongoing servicing and/or treatment to maintain the appearance and durability of the material; and
- (g) the matters referred to in this Clause 39 are not defects so the purchaser cannot make a claim or requisition or rescind or terminate this contract as a result of the existence or occurrence of any of the matters referred to in this Clause 39.

#### **40. NO BUILDING CERTIFICATE**

The purchaser will not be entitled to make a claim or requisition, delay completion or rescind this contract in the event of there not being available at completion a building certificate under section 6.25 of the *Environmental Planning & Assessment Act 1979* in respect of the Property or the Strata Parcel.

#### **41. SALE BY PURCHASER**

##### **41.1. Purchaser's On-Sale to Include These Provisions**

If there is any sale or transfer of the Property by the purchaser as vendor, the purchaser must deliver to the vendor, on or before completion under this contract, a deed in such form as the vendor reasonably requires signed by the transferee, which confers on the vendor all of the rights and benefits set out in Clauses 46 and 47 until 1 January 2022.

##### **41.2. Duration of Imposition**

The requirements imposed by Clause 41 will continue until the earlier of:

- (a) 1 January 2022; and
- (b) the date on which the vendor sells the last Lot which it owns in the development comprised in the Strata Plan.

##### **41.3. Continuation of Provision**

This Clause 41 will not merge on completion.

#### **42. FIRB APPROVAL**

The Purchaser warrants to the Vendor that the acquisition by the Purchaser

pursuant to this Contract does not require any approval or examination by the Foreign Investment Review Board pursuant to the *Foreign Acquisitions and Takeovers Act 1975* as amended or the foreign investment policy of the Australian government and that the Purchaser has full legal right to enter into this Contract, and to perform all obligations on its part to be performed hereunder. The Purchaser must indemnify the Vendor against any loss, damage or cost suffered or incurred by the Vendor (including without limitation all penalties that may be imposed on the Vendor and all legal costs incurred by the Vendor on a full indemnity basis) as a result of the Purchaser's breach of this warranty, which indemnity will survive completion.

#### **43. REQUISITIONS ON TITLE**

- 43.1.** The purchaser agrees that the only form of general requisitions it may make pursuant to Clause 5 must be in the form annexed to this contract.
- 43.2.** The purchaser may make requisition in addition to but not as a substitute or alternate for any of the requisitions annexed to this Contract.

#### **44. GUARANTEE AND INDEMNITY**

##### **44.1. Meaning**

In this contract unless the contrary intention appears:

- (a) **"guarantor"** means the person or persons named as guarantor on the front page of this contract; and
- (b) a reference to "guarantor" is a reference to all of the persons named as "guarantor" jointly and each of them severally; and
- (c) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as "guarantor" jointly and each of them severally.

##### **44.2. Consideration for Guarantee**

The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract. The guarantor acknowledges the receipt of valuable consideration from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

##### **44.3. Guarantee**

The guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations under this contract.

##### **44.4. Guarantor to Pay on Demand**

If the purchaser does not pay the Guaranteed Money when due and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

#### **44.5. Guarantor to Perform on Demand**

If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

#### **44.6. Indemnity by Guarantor**

As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:

- (a) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and
- (b) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.

#### **44.7. Continuing Security**

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any rights it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.

#### **44.8. Guarantor's Liabilities Not Affected**

The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:

- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser; or
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
- (c) any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.

#### **44.9. Guarantor Not To Make Claims**

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor may not, without the consent of the vendor:

- (a) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its properties; or
- (b) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

**44.10. Guarantor's Warranties**

The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

**44.11. Independent Legal Advice**

The guarantor represents and warrants that it has had the opportunity to obtain independent legal advice with respect to its obligations under this Clause 44.

**44.12. Essential Term**

This Clause 44 is an essential term of this contract.

**45. NOT USED**

**46. NOT USED**

**47. OBLIGATIONS IN RELATION TO SPECIFIED MATTERS**

**47.1. Voting**

The purchaser undertakes to vote in relation to every resolution proposed by the Owners Corporation concerning the implementation of any of Specified Matters or the exercise or protection of any of the vendor's rights and interests in respect of any Specified Matters in accordance with the written directions given by the vendor from time to time. If no such directions are given by the vendor in relation to any such resolution, then the purchaser undertakes not to vote in favour of or against any such resolution if the effect of its vote (if or when the resolution is carried) is to inhibit, delay or prevent the implementation of any of Specified Matters or the exercise or protection of any of the vendor's rights and interests in respect of any Specified Matters.

**47.2. Transferee & Mortgagee to be Bound**

- (a) If the purchaser transfers the Property at any time whilst Clause 47.1 is applicable or in force, the purchaser must procure from such transferee a covenant in the same terms as this Clause 47.
- (b) The purchaser must ensure any enrolled mortgagee of the Property is aware of and accepts the terms of this Clause 47.

#### **47.3. Purchaser Not to Interfere**

The purchaser must not:

- (a) do anything which would or might inhibit, delay or prevent the implementation of any of Specified Matters or the exercise or protection of any of the vendor's rights and interests in respect of any Specified Matters; or
- (b) do anything, including, without limitation, make an application to the Tribunal or a Board or commence any proceedings in a court or tribunal which may inhibit, delay or prevent the implementation of any of Specified Matters or the exercise or protection of any of the vendor's rights and interests in respect of any Specified Matters.

#### **47.4. No Objection by Purchaser**

The purchaser cannot make a claim or requisition, delay completion or rescind or terminate this contract because of any of the Specified Matters.

### **48. SELLING AND LEASING ACTIVITIES**

#### **48.1. Authority to Conduct Selling**

Both before and after completion and until the vendor completes the sale of all lots owned by the vendor in the Strata Scheme, the vendor and persons authorised by the vendor may:

- (a) conduct marketing, selling and leasing activities in and about the Strata Parcel;
- (b) place in and about the Strata Parcel (but not the Property) signs in connection with those marketing, selling and leasing activities; and
- (c) place in and about the Strata Parcel (but not the Property) offices and other facilities for persons conducting such marketing, selling and/or leasing activities.

#### **48.2. Vendor Not to Interfere**

In carrying on the activities referred to in Clause 48.1 the vendor must not unreasonably interfere with the purchaser's use and enjoyment of the Property.

#### **48.3. Purchaser Not to Place Signs**

Within the period of six (6) months after the Completion Date, the purchaser must not place, or cause anyone to place in or about the Strata Parcel (including the Property) any signs in connection with selling and leasing activities about the Strata Parcel.

### **49. INCAPACITY**

#### **49.1. Right of Rescission**

If the purchaser (or if the purchaser consists of two or more persons, any of those persons) being an individual person ("**disabled party**"):

- (a) dies; or
- (b) is so intellectually, physically or psychologically disabled as to be, in the reasonable opinion of the vendor, unable, or likely to be unable, to complete this contract on time;

then the vendor may rescind this contract by written notice to the purchaser.

#### **49.2. Termination for Default**

If either party (hereinafter called the “**defaulting party**”, which term will, in the event that such party comprises more than one person, mean any one or more of such persons):

- (a) being a body corporate becomes insolvent or is subject to a resolution, application or order for winding up or the appointment of an administrator, liquidator, receiver and/or manager, provisional liquidator or official manager in respect of its assets or undertaking, or makes an assignment for the benefit of creditors, or ceases to carry on its business, or is deregistered as a company, or is unable to pay its debts as they fall due, or
- (b) being an individual person is declared bankrupt or commits an act of bankruptcy or enters into a scheme or makes an assignment for the benefit of creditors or is unable to pay his or her debts as they fall due,

then the defaulting party will be deemed to be in default of an essential condition of this contract and the other party may terminate this contract by written notice to the defaulting party.

#### **49.3. Default by Guarantor**

If one or more persons are named in this contract as guarantor, and any of the events specified in Clause 49.1 or Clause 49.2 occurs such that the guarantor would be a disabled party or defaulting party thereunder, then the purchaser will be deemed to be in default of an essential condition of this contract and the vendor may terminate this contract by notice to the purchaser’s solicitor.

### **50. POSITION OF SYDNEY WATER’S SEWER**

#### **50.1. Disclosure by Vendor**

The vendor specifically discloses that:

- (a) the position of Sydney Water’s sewer on the Strata Parcel at the time of completion may not be as shown in, or determinable from, the sewerage reference sheet a copy of which is attached to this contract and which is the only diagram available from Sydney Water at the present time; and
- (b) the exact position of Sydney Water’s sewer on the Strata Parcel at the time of completion is currently not determinable.



**50.2. No Claim by Purchaser**

The purchaser may not make any objection, requisition or claim, delay completion or rescind or terminate this contract because of the position of Sydney Water's sewer on the Strata Parcel at the time of completion or the unavailability of a sewerage service diagram.

**51. CONSTRUCTION STATEMENT**

**51.1. Cost of Construction Statement**

In this Clause 51 a "**Cost of Construction Statement**" means a statement describing and giving a value for each item of plant and a statement which contains sufficient details of the cost of construction of the Property to enable the purchaser to calculate the application of division 10D of part III of the *Income Tax Assessment Act 1936* to the purchaser in relation to the Property.

The vendor is under no obligation to provide to the purchaser a Cost of Construction Statement.

**51.2. Purchaser can Obtain Statement**

In the event that the purchaser wishes to obtain a Cost of Construction Statement, the purchaser will be at liberty to obtain at its own cost a Construction Statement directly from a quantity surveyor nominated by the vendor. The vendor will provide contact details of the quantity surveyor to the purchaser and will consent to the quantity surveyor using information in relation to the development to complete the Cost of Construction Statement.

**51.3. No Warranty of Accuracy**

The vendor does not warrant the accuracy or completeness of the information contained in any statement given under Clause 51.2.

**51.4. No Warranty of Tax Treatment**

The vendor does not represent or warrant that the purchaser will be entitled to claim income tax deductions under the *Income Tax Assessment Act 1936* in connection with the cost of construction of the Property and the buildings comprised in the Strata Parcel or any part thereof.

**52. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS**

**52.1. Governing Law**

This contract is governed by the law in force in New South Wales.

**52.2. Submission to Jurisdiction**

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of or in New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

### **52.3. Service of Documents**

Any document to be served for or in connection with any legal action or proceedings (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at the address of that party's solicitor.

## **53. GST – MARGIN SCHEME**

### **53.1. Meaning of GST**

In this Clause, GST refers to Goods and Services Tax payable on a "taxable supply" as calculated for the purpose of *A New Tax System (Goods and Services Tax) Act 1999* ("**Act**") (as amended) and terms used in this clause have the meaning as used in the Act.

### **53.2. Price Inclusive of GST**

The purchase price is inclusive of GST.

### **53.3. When Margin Scheme is to Apply**

The Purchaser acknowledges that in the event that the sale of the Property herein constitutes a Taxable Supply then the GST payable by the Vendor in relation to such Taxable Supply is to be determined under the Margin Scheme as calculated under Section 75-10 of the Act.

### **53.4. No Merger**

This Clause 53 will not merge on completion.

## **54. CERTAIN PROVISIONS CONTINUE TO APPLY AFTER COMPLETION**

The provisions of this contract which are expressed or intended to have application after completion will continue to apply despite completion.

## **55. PERSONAL INFORMATION**

### **55.1. Consent to use and disclose Personal Information**

- (a) The purchaser and each guarantor consents to its Personal Information being used by the vendor in connection with the vendor's business, including in connection with:
  - (i) the purchase, development and sale of land;
  - (ii) the proposed sale of an interest in the vendor's business, including the sale of lots in the Scheme;
  - (iii) raising finance, direct marketing, internal reporting, and reporting to any related body corporate, financier or advisor of the vendor;
  - (iv) the management of this contract; and

- (v) any use specified in any privacy statement published by the vendor at any time.
- (b) The purchaser and each guarantor consents to its Personal Information being disclosed by the vendor:
  - (i) if required or authorised by law, or
  - (ii) to any one or more of the following located anywhere:
    - (A) any related body corporate, financier or advisor of the vendor;
    - (B) any person in connection with a proposed sale of an interest in the vendor's business, including the sale of a lot in the Strata Parcel;
    - (C) any agent engaged by the vendor and notified to the purchaser;
    - (D) any contractor or service provider involved in the construction, finishing or management of the Property or the development of which it is part;
    - (E) the Owners Corporation and, if relevant, the building management committee, or
    - (F) if the purchaser or guarantor, whichever is applicable, otherwise consents.

## **55.2. Prohibited Entities**

The purchaser and each guarantor represent and warrant that:

- (a) it is not a Prohibited Entity;
- (b) it is not owned or controlled by, and does not act on behalf of, a Prohibited Entity;
- (c) no person who has any direct or indirect interest in the purchaser, including stockholders, members, partners and other investors is a Prohibited Entity;
- (d) no Prohibited Entity obtains a legal or equitable interest in the Property because the purchaser enters into or completes this contract; and
- (e) it is in material compliance with all laws, statutes, rules and regulations of any federal, state or local governmental authority in Australia including Part 4 of the *Charter of the United Nations Act 1945* (Cth) and Part 5.3 of the *Criminal Code Act 1995* (Cth).

## **55.3. Repetition**

The representations and warranties in Clause 55.2 are taken also to be made on completion.

#### 55.4. Definitions

In this clause:

**Personal Information** means information or an opinion (including information or an opinion forming part of a database) collected, held, used or disclosed in connection with this contract whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion. Information or opinion is Personal Information only if the party is an individual.

**Prohibited Entity** means any person or entity which:

- (a) is a "terrorist organisation" as defined in Part 5.3 of the *Criminal Code Act 1995*, or
- (b) has a connection with certain countries or named individuals or entities subject to international sanctions or is associated with terrorism including the persons or entities listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the *Charter of the United Nations Act 1945* which list as at the date of this agreement is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade pursuant to any other Australian legislation.

#### 56. CREDIT CODE

The purchaser acknowledges that the vendor has entered into this contract in reliance on the purchaser's representation and warranty that the purchaser is acquiring the Property either for investment purposes only or as owner and occupier only and that if it is the latter, the purchaser does not require finance or credit to acquire the Property or has already obtained, or satisfied itself that it will be able to obtain, such finance or credit prior to the Completion Date.

#### 57. EXEMPTION FROM HOME BUILDING ACT

The purchaser acknowledges that each of the buildings of which the Property is a part is a "multi storey building" within the meaning of the *Home Building Act 1989* (NSW) and that residential building work relating to the construction of a multi storey building is exempt from the requirements of Part 6 (Home Warranty Insurance) of the *Home Building Act* by virtue of clause 56 of the *Home Building Regulation 2014* (NSW).

#### 58. OCCUPATION CERTIFICATE

Annexed to this Contract is an occupation certificate dated 17 December 2019 issued under Section 109C(1)(c) and 109H of the *Environmental Planning and Assessment Act 1979* in respect of the residential development of which the Property forms part ("**Occupation Certificate**"). The Purchaser is not entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in respect of any matter disclosed or referred to in, or arising out of or in relation to the Occupation Certificate. The Vendor makes no warranty as to the accuracy or completeness of the Occupation Certificate.

## 59. STAMP DUTY & FOREIGN INVESTOR SURCHARGE

The Purchaser must timely pay all stamp duties payable on or in respect of this Contract, the transfer and the transaction contemplated by this Contract including without limitation the foreign investor surcharge on stamp duty payable in respect of the purchase of residential property if such surcharge is applicable to the Purchaser, and must indemnify the Vendor in respect of all such liabilities for stamp duty and such surcharge including without limitation any fines or penalties for late payment or non-payment. This clause will not merge on completion.

## 60. DEFINITIONS & INTERPRETATION

### 60.1. Definitions

The following words in bold have the meanings ascribed next to them below unless the contrary intention appears:

**Common Property** means the common property in the Strata Scheme.

**Guaranteed Money** means all amounts which, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable, are contingently owing or which remain unpaid by the purchaser to the vendor at any time or which are reasonably foreseeable as likely, after that time, to fall within any of those categories, for any reason or circumstance in connection with this contract or any transaction contemplated by it.

**Guaranteed Obligations** means all of the purchaser's express or implied obligations to the vendor under or in connection with this contract or any transaction contemplated by it.

**Insurance** means the monies expended or liability incurred by the vendor in effecting in the name or on behalf of the Owners Corporation the insurance which the Owners Corporation is obliged to effect pursuant to Part 9 of the *Strata Schemes Management Act 2015*.

**Interest Rate** means the rate of ten (10%) percent per annum.

**Normal Expenses** means normal operating expenses usually payable from the administrative fund of the Owners Corporation and includes the cost of insurance.

**Owners Corporation** means the owners corporation SP96543.

**Property** means the strata lot described on the front page of this Contract.

**Services** means all water, drainage, sewerage, gas, electricity and telephone services to the Property and the Common Property.

**Specified Matters** means any one or more of the matters relating to the Strata Plan, the granting of any easement or restriction on user, the management of the Owners Corporation or the Strata Parcel, and the passing of any new by-law or amendment of any existing by-law.

**Strata Parcel** means the lots in the Strata Scheme and the Common Property.

**Strata Plan** means SP96543.

**Strata Scheme** means the strata scheme constituted by the Strata Plan.

**Tribunal** means NSW Civil and Administrative Tribunal established by the *Civil and Administrative Tribunal Act 2013* (NSW).

**Vendor's Agent** has the meaning ascribed to it in Clause 35.2(d).

## **60.2. Interpretation**

In this contract unless the contrary intention appears:

- (a) a reference to this contract or another instrument includes any variation or replacement of any of them; and
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (c) the singular includes the plural and vice versa; and
- (d) words implying a gender include every gender; and
- (e) words implying a natural person imply a firm, a body corporate, an unincorporated association or an authority; and
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns; and
- (g) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and
- (h) an agreement, obligation, representation or warranty on the part of 2 or more persons binds them jointly and each of them severally; and
- (i) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day; and
- (j) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later; and
- (k) a reference to time is a reference to Sydney time; and
- (l) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.



LAND  
REGISTRY  
SERVICES

Order number: 68460976  
Your Reference: I014/1705  
03/06/21 15:38



NSW LRS - Final Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 9/SP96543  
-----

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
3/6/2021	3:38 PM	3	24/12/2020

LAND  
-----

LOT 9 IN STRATA PLAN 96543  
AT SURRY HILLS  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE  
-----

ICON OCEANIA SURRY HILLS PTY LTD

SECOND SCHEDULE (5 NOTIFICATIONS)  
-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96543
- 2 SP96543 RESTRICTION(S) ON THE USE OF LAND
- 3 SP96543 EASEMENT FOR SHARED USE & OPERATION OF CAR STACKER  
2.35, 2.67 & 2.97 METRE(S) WIDE AND VARIABLE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 SP96543 EASEMENT FOR SHARED USE & OPERATION OF CAR STACKER  
2.35, 2.67 & 2.97 METRE(S) WIDE AND VARIABLE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AQ692430 MORTGAGE TO FORTIUS DC PTY LTD

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 3/6/2021

\* 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.

© Office of the Registrar-General 2021

SAI Global Property Division 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.





LAND  
REGISTRY  
SERVICES

Order number: 68460777  
Your Reference: I014/1705  
03/06/21 15:32



NSW LRS - Final Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96543

SEARCH DATE	TIME	EDITION NO	DATE
3/6/2021	3:31 PM	2	30/1/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96543  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP96543

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96543  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- STRATA PLUS PTY LTD  
PO BOX H181  
AUSTRALIA SQUARE NSW 1215

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 SP96543 EASEMENT FOR SUPPORT , ATTACHMENT & MAINTENANCE OF STREET LIGHTING SERVICE 0.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 SP96543 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 SP96543 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 96543

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 26	2	- 33	3	- 64	4	- 26
5	- 34	6	- 66	7	- 27	8	- 35
9	- 68	10	- 27	11	- 36	12	- 69
13	- 28	14	- 37	15	- 71	16	- 82
17	- 73	18	- 163	19	- 35		

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 3/6/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96543

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

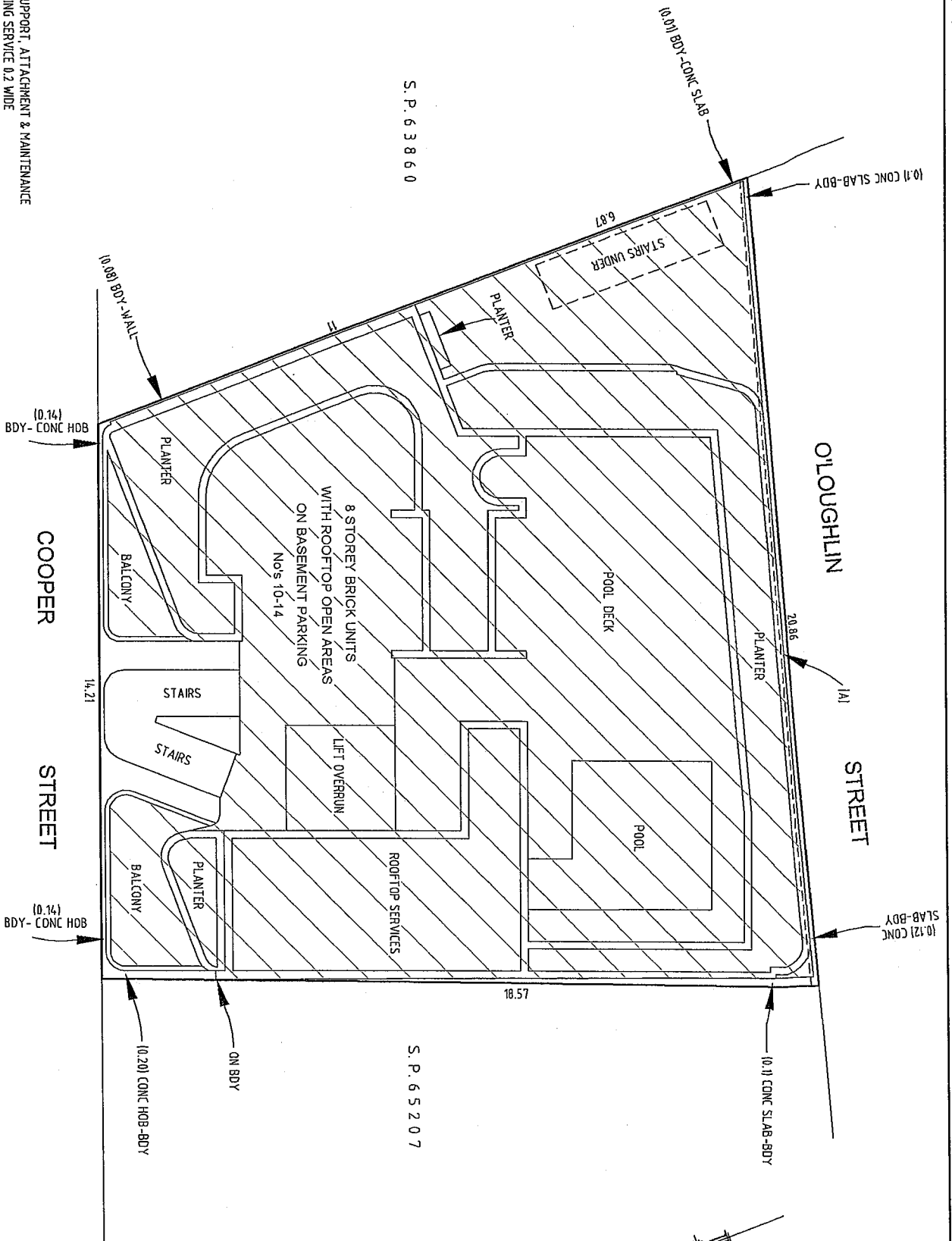
PRINTED ON 3/6/2021

\* 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.

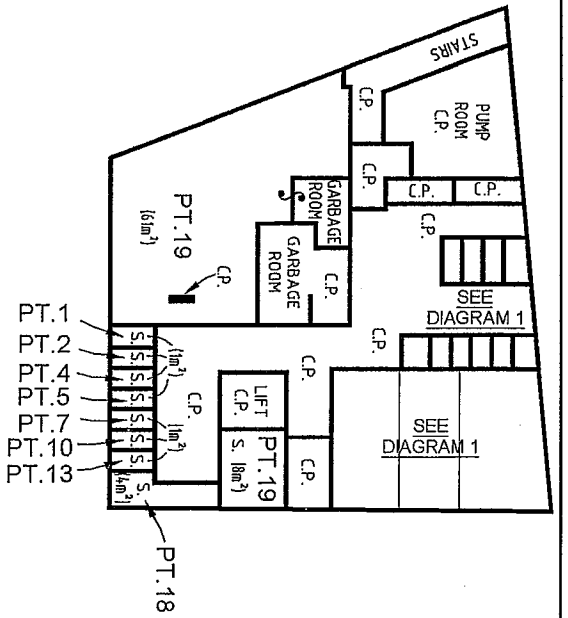
© Office of the Registrar-General 2021

SAI Global Property Division 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.

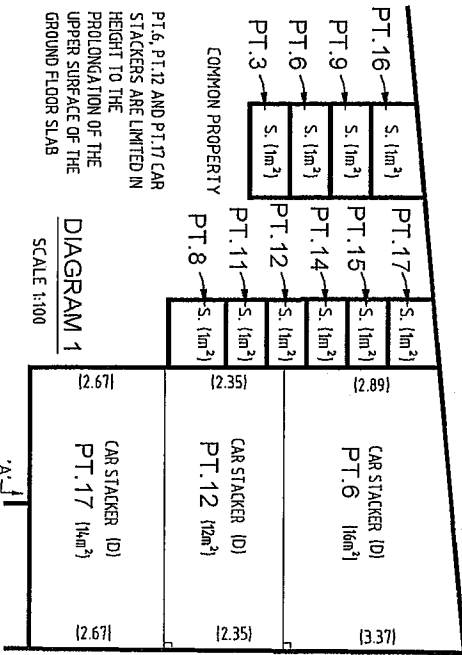
SP96543



## PLAN EOBPM 1 (A2)



BASEMENT



1. AREAS ARE APPROPRIATE.
2. THE STRUCTURE, MECHANICAL COMPONENTS, ASSOCIATED CONDUITS & CABLING OF THE CAR STACKERS ARE PART OF LOTS 3, 6, 9, 12, 15 & 17 AND NOT COMMON PROPERTY.
3. THE STRATA OF A BALCONY, ENTRY AND PLANTER EXTENDS TO A HEIGHT OF 3m ABOVE THE UPPER HARDESTAND SURFACE OF ITS RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.
4. THE STRATA OF LOT 19 ON GROUND FLOOR EXTENDS TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE

## SURVEYOR

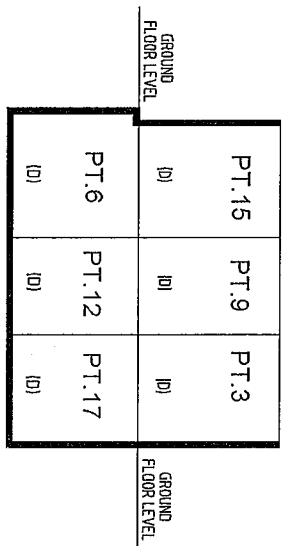
Name: JOSHUA CHARLES KING

Date: 14/11/2019

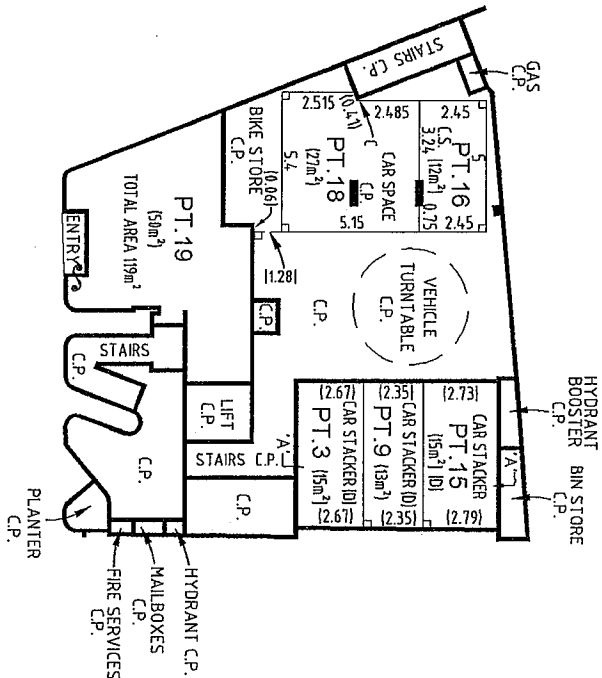
Reference: 1700222

## PLAN OF SUBDIVISION OF

LOT 100 DP1249509

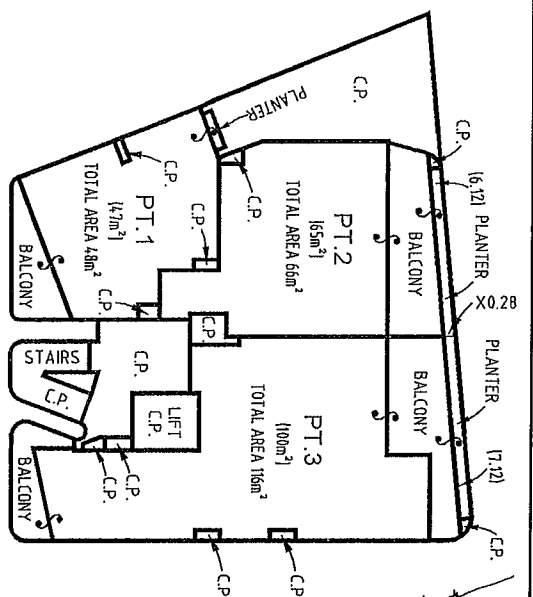


SECTION 'A' - 'A'  
SCALE OF SECTION IS 1:125

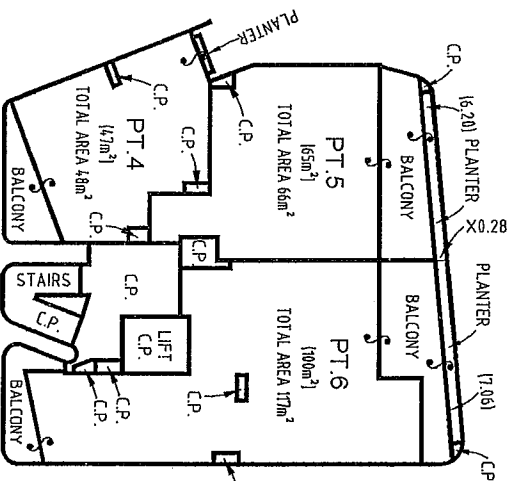


## GROUND FLOOR

PT.3, PT.9 AND PT.15 CAR STACKERS, ARE LIMITED IN DEPTH TO THE PROLONGATION OF THE UPPER SURFACE OF THE GROUND FLOOR SLAB  
 DENOTES COLUMN (COMMON PROPERTY)  
 DENOTES PROLONGATION OF CENTRELINE OF COLUMN  
 X DENOTES PROLONGATION OF CENTRELINE OF WALL  
 C.P. DENOTES COMMON PROPERTY  
 S DENOTES CAR SP ACE  
 C.S. DENOTES STORAGE  
 S DENOTES CORNER  
 C DENOTES CORNER  
 EASEMENT FOR SHARED USE & OPERATION OF CAR STACKER 2.35, 2.67, 2.97 WIDE & VARIABLE WIDTH



## LEVEL 1

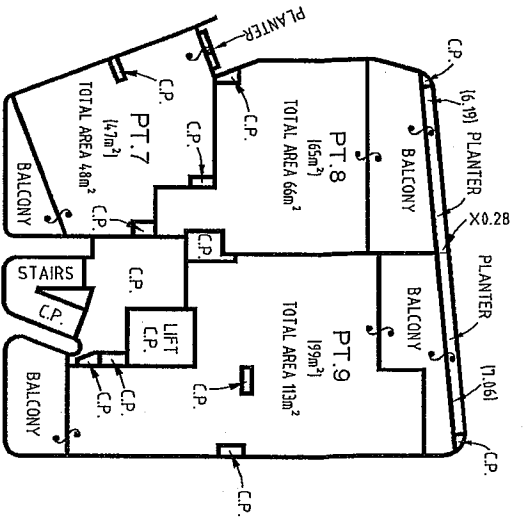


## LEVEL 2

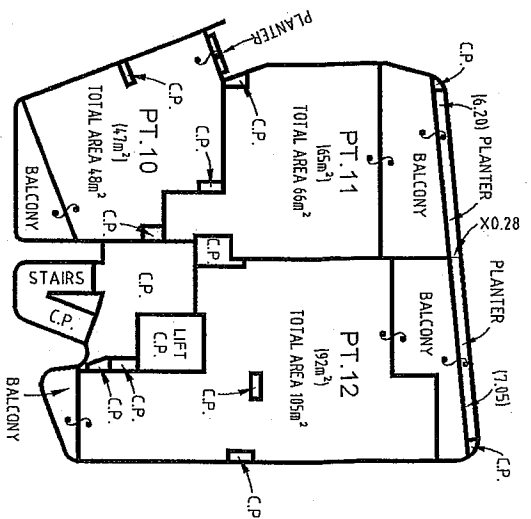
Registered

13.12.2019

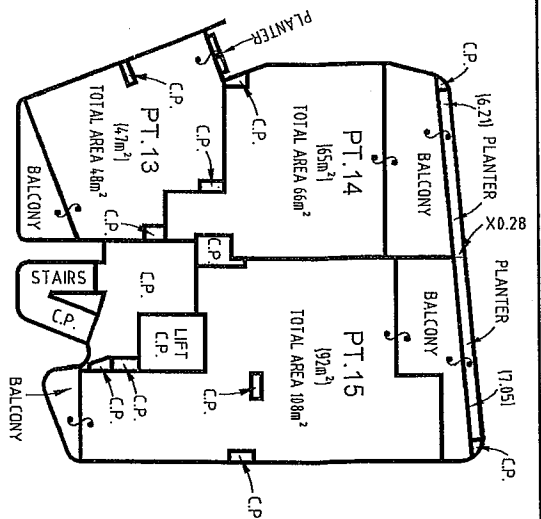
SP96543



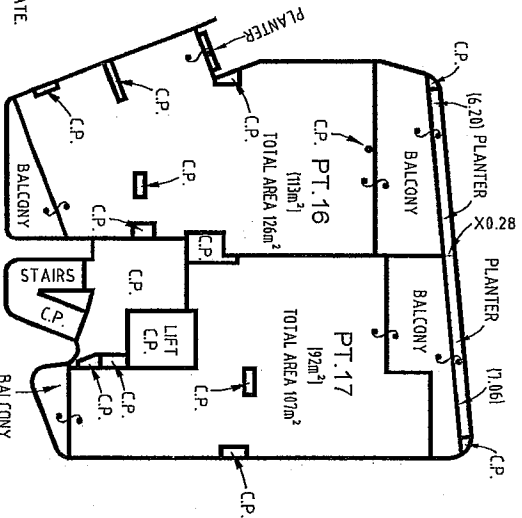
### LEVEL 3



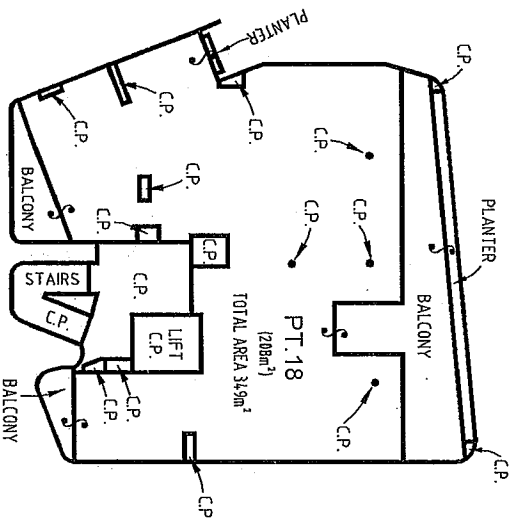
## LEVEL 4



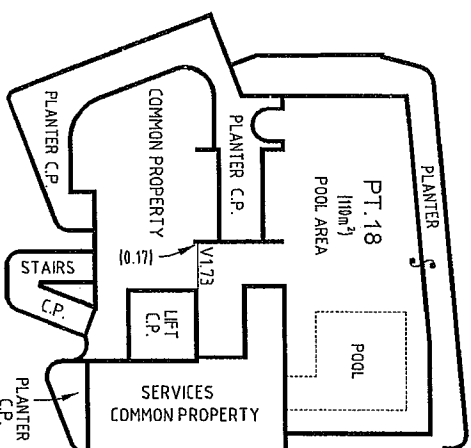
## LEVEL 5



LEVEL 6



## LEVEL 7



## LEVEL 8

THE STRATUM OF A BALCONY, POOL AREA AND PLANTER EXTENDS TO A HEIGHT OF 3m ABOVE THE UPPER HANDSTAND SURFACE OF ITS RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

X DENOTES PROLONGATION OF CENTRE OF WALL  
V DENOTES PROLONGATION OF FACE OF WALL  
C.P. DENOTES COMMON PROPERTY  
DENOTES COLUMN (COMMON PROPERTY)

## SURVEYOR

Name: JOSHUA CHARLES KING

Date: 14/11/2019

Reference: 1700222

# PLAN OF SUBDIVISION OF

LOT 100 DP1249509

L.G.A: SYDNEY

Locality: SURRY HILLS

Reduction Ratio: 1:200


Lengths are in metres

Registered



13.12.2019

SP96543

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:  13.12.2019			SP96543		
PLAN OF STRATA SUBDIVISION OF LOT 100 IN DP1249509			LGA: SYDNEY Locality: SURRY HILLS Parish: ALEXANDRIA County: CUMBERLAND		
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme					
Address for Service of Documents  10-14 COOPER STREET SURRY HILLS NSW 2010  Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> <del>Keeping of animals: Option *A/*B</del> <del>Smoke penetration: Option *A/*B</del> <del>(see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.		
<b>Surveyor's Certificate</b>  I JOSHUA CHARLES KING, of BEVERIDGE WILLIAMS, PO Box 176, CARINGBAH, NSW, 2229, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) <del>land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>			<b>Strata Certificate (Accredited Certifier)</b> I <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BPB00004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: <u>286/2019</u> Relevant Planning Approval No.: <u>CDC 2019/117</u> Issued by: <u>ANTHONY ALLEN (BPB00004)</u> Signature: <u>[Signature]</u> Date: <u>12/12/19</u> ^ Insert lot numbers of proposed utility lots.		
Signature: <u>[Signature]</u> Date: <u>14/11/2019</u> Surveyor ID: 9156 Surveyor's Reference: 1700222 ^ Insert the deposited plan number or dealing number of the instrument that created the easement					

\* Strike through if Inapplicable

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



13.12.2019

SP96543

VALUER'S CERTIFICATE

I, Danny Sukkar (AAPI No. 68873) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:

Date 21 November 2019

SCHEDULE OF UNIT ENTITLEMENT

Lot No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	26	11	36
2	33	12	69
3	64	13	28
4	26	14	37
5	34	15	71
6	66	16	82
7	27	17	73
8	35	18	163
9	68	19	35
10	27	AGGREGATE	1000

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 4 sheet(s)																																																																																																																														
<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="display: flex; align-items: center; justify-content: space-between;"> <div style="text-align: left;"> Registered:  13.12.2019 </div> <div style="font-size: 2em; font-weight: bold; text-align: center;">SP96543</div> </div>		<div style="text-align: right; font-size: small;">Office Use Only</div>																																																																																																																														
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li> <li>A schedule of street addresses</li> <li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li> </ul>																																																																																																																																
<table border="1" style="width:100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th style="width:15%;">Lot Number</th> <th style="width:15%;">Sub-Address Number</th> <th style="width:15%;">Address Number</th> <th style="width:20%;">Road Name</th> <th style="width:15%;">Road Type</th> <th style="width:20%;">Locality Name</th> </tr> </thead> <tbody> <tr><td>CP</td><td>-</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>1</td><td>101</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>2</td><td>102</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>3</td><td>103</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>4</td><td>201</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>5</td><td>202</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>6</td><td>203</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>7</td><td>301</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>8</td><td>302</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>9</td><td>303</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>10</td><td>401</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>11</td><td>402</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>12</td><td>403</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>13</td><td>501</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>14</td><td>502</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>15</td><td>503</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>16</td><td>601</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>17</td><td>602</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>18</td><td>701</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> <tr><td>19</td><td>1</td><td>10-14</td><td>COOPER</td><td>STREET</td><td>SURRY HILLS</td></tr> </tbody> </table>			Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	CP	-	10-14	COOPER	STREET	SURRY HILLS	1	101	10-14	COOPER	STREET	SURRY HILLS	2	102	10-14	COOPER	STREET	SURRY HILLS	3	103	10-14	COOPER	STREET	SURRY HILLS	4	201	10-14	COOPER	STREET	SURRY HILLS	5	202	10-14	COOPER	STREET	SURRY HILLS	6	203	10-14	COOPER	STREET	SURRY HILLS	7	301	10-14	COOPER	STREET	SURRY HILLS	8	302	10-14	COOPER	STREET	SURRY HILLS	9	303	10-14	COOPER	STREET	SURRY HILLS	10	401	10-14	COOPER	STREET	SURRY HILLS	11	402	10-14	COOPER	STREET	SURRY HILLS	12	403	10-14	COOPER	STREET	SURRY HILLS	13	501	10-14	COOPER	STREET	SURRY HILLS	14	502	10-14	COOPER	STREET	SURRY HILLS	15	503	10-14	COOPER	STREET	SURRY HILLS	16	601	10-14	COOPER	STREET	SURRY HILLS	17	602	10-14	COOPER	STREET	SURRY HILLS	18	701	10-14	COOPER	STREET	SURRY HILLS	19	1	10-14	COOPER	STREET	SURRY HILLS
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name																																																																																																																											
CP	-	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
1	101	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
2	102	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
3	103	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
4	201	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
5	202	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
6	203	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
7	301	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
8	302	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
9	303	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
10	401	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
11	402	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
12	403	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
13	501	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
14	502	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
15	503	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
16	601	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
17	602	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
18	701	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
19	1	10-14	COOPER	STREET	SURRY HILLS																																																																																																																											
<p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919 AND SEC.7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> <li>EASEMENT FOR SUPPORT, ATTACHMENT &amp; MAINTAINANCE OF STREET LIGHTING SERVICE 0.2 WIDE (A).</li> <li>RESTRICTION OF USE ON LAND (B).</li> <li>RESTRICTION OF USE ON LAND (C).</li> <li>EASEMENT FOR SHARED USE &amp; OPERATION OF CAR STACKER 2.35, 2.67, 2.97 WIDE &amp; VARIABLE WIDTH (D).</li> </ol>																																																																																																																																
<p><b>Execution by Registered Proprietor:</b></p> <p>Executed by <b>Icon Oceania Surry Hills Pty Ltd A.B.N. 82 613 788 239</b> in accordance with section 127 of the Corporations Act 2001:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="margin-top: 10px;"> Signature of Director  <b>NICO TJEN</b>   Full Name of Director (Please print) </div> </div> <div style="width: 45%;"> <div style="margin-top: 10px;"> Signature of Director  <b>MICHAEL YI</b>   Full Name of Director (Please print) </div> </div> </div>																																																																																																																																
Surveyor's Reference: 1700222																																																																																																																																



SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



13.12.2019

SP96543

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

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

Execution by Mortgagee:

EXECUTED by ING BANK (AUSTRALIA)  
LIMITED ABN 24 000 893 292

by its duly authorised attorneys,  
Rory Nott and Marc Saadie, Partners,  
Thomson Geer pursuant to a Power of  
Attorney dated 20 November, 2018  
Registered Book Number 4752.

No. 936 who certify that they have no  
notice of revocation of the Power of  
Attorney in the presence of:

Rory Nott

Marc Saadie

Witness Signature

Witness name

ANNA IORDANIDIS

Address of witness: Anna Iordanidis  
Level 25, 1 O'Connell Sydney NSW 2000

Surveyor's Reference: 1700222

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

Sheet 1 of 7 Sheets

**Plan: SP96543**

Plan of Strata Subdivision of

Lot 100 in D.P. 1249509

Covered by Strata Certificate No 286/2019

Dated: 12/12/19

**Full name and address  
of owner of the land:**

ICON OCEANIA SURRY HILLS PTY LTD

ABN 82 613 788 239

Level 8, 66 Goulburn Street, SYDNEY NSW 2000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, Profits à Prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Support, Attachment & Maintenance of Street Lighting Service 0.2 wide (A)	Common Property	The Council of the City of Sydney
2	Restriction on the use of Land (B)	Common Property & Lots 1 to 18 inclusive	The Council of the City of Sydney
3	Restriction on the use of Land (C)	Common Property	The Council of the City of Sydney
4	Easement for shared use & operation of car stacker 2.35, 2.67, 2.97 wide & variable width (D)	6 9 12 15 3 17	9, 12, 15 6, 12, 15 6, 9, 15 6, 9, 12 17 3

**Part 2 (Terms)**

**A. Interpretation**

**A.1 Definitions**

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

**Building** means the improvements erected or intended to be erected on part of the Land.

**Council** means The Council of the City of Sydney or its successor.

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Instrument** means this section 88B instrument.

**Land** means the land contained in folio identifier Lot 100 DP 1249509



Registered Proprietor



Council Authorised Delegate

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

Sheet 2 of 7 Sheets

Plan: **SP96543**

Plan of Strata Subdivision of  
Lot 100 in D.P. 1249509

Covered by Strata Certificate No 286/2019

Dated: 12/12/19

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Plan** means the plan to which this Instrument relates; Being SP96543

**Street Lighting Service** means street lights and associated infrastructure including electrical cabling, conduits, light fittings and brackets.

**Car Stacker** means the mechanical components of the car stacker mechanism and associated infrastructure including motors, electrical cabling, conduits, hoses, fittings and brackets.

**1. Easement for Support, Attachment & Maintenance of Street Lighting Service 0.2 wide (A) numbered 1 in the plan.**

**1.1. The owner of the Lot Burdened grants to Council the right:**

- (a) To maintain, repair, alter, replace, renew and remove the Street Lighting Service to the façade of the Building within the easement site once the Street Lighting Service as required to be installed in Development Consent D/2016/684 (issued by the Council of the City of Sydney) has been installed by the Owner in accordance with applicable standards and practices; and
- (b) For the street Lighting Service attached to the façade of the Building to be supported by the wall of the Building erected within the easement site and any other of the improvements on the Lot Burdened (including any roof, slab and footings on the Lot Burdened).

**1.2 The owner of the Lot Burdened must:**

- (a) not do anything which will detract from the support of the Street Lighting Service provided by the Building or any of its Improvements; and
- (b) allow Council to enter the Lot Burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Street Lighting Service is maintained.

  
Registered Proprietor

  
Council Authorised Delegate

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

Sheet 3 of 7 Sheets

Plan: **SP96543**

Plan of Strata Subdivision of  
Lot 100 in D.P. 1249509

Covered by Strata Certificate No 286/2019

Dated: 12/12/19

**1.3 In exercising those powers, the Council must:**

- (a) ensure all work has been done in accordance with applicable standards and practices;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.

**1.4 Except where urgent work is required, Council must give the owner of the Lot Burdened reasonable notice of Council's intention to enter the Lot Burdened.**

**1.5 Name of person or authority empowered to release, vary or modify easement, firstly referred to in the plan: THE COUNCIL OF THE CITY OF SYDNEY**

**2. Restrictions on the use of land (B) numbered 2 in the plan.**

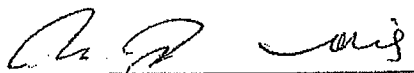
**2.1 The on-site car stacker, car parking spaces and storage spaces allocated to the residential portion of the building, being lots 1 to 18 on this plan, (exclusive of the service spaces and the visitor car parking spaces) are not to be used other than by a resident, tenant or occupant of the subject building for storage or for parking of vehicles related to residential units within the building. No storage shall take place for commercial businesses in car spaces within the building.**

**2.2 Name of person or authority empowered to release, vary or modify restriction secondly referred to in the plan: THE COUNCIL OF THE CITY OF SYDNEY**

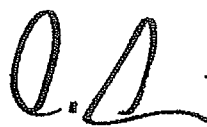
**3. Restriction on the use of land (C) numbered 3 in the plan.**

**3.1 No part of the common property, apart from the visitor vehicle spaces which are to be used only by visitors to the building, and service spaces which are to be used only by service vehicles, is to be used for the parking or storage of vehicles or boats.**

**3.2 Name of person or authority empowered to release, vary or modify restriction thirdly referred to in the plan: THE COUNCIL OF THE CITY OF SYDNEY**



Registered Proprietor



Council Authorised Delegate

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

Sheet 4 of 7 Sheets

Plan: **SP96543**

Plan of Strata Subdivision of

Lot 100 in D.P. 1249509

Covered by Strata Certificate No 286/2019

Dated: 12/12/19

**4. Easement for shared use & operation of car stacker 2.35, 2.67, 2.97 wide & variable width (D) numbered 4 in the plan.**

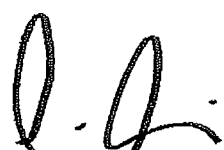
**4.1 The owner of the Benefited Lot:**

- (a) may use the car stacker mechanism installed on the Burdened Lot to place, store and remove one motor vehicle in the part of the Benefited Lot which is benefited by this easement;
- (b) must only store motor vehicles which are within the size and weight parameters prescribed by the manufacturer of the car stacker;
- (c) must not permit any vehicle stored in the Benefited Lot by means of the car stacker to spill or leak oil, water or any other fluid onto the Burdened Lot or the common property of the strata scheme; and
- (d) must at their own cost promptly clean up and make good any damage caused by the spilling or leaking of any substance from the Benefited Lot.

**4.2 The owner of the Burdened Lot:**

- (a) must not interfere with the reasonable use of the car stacker by the owner of the Benefited Lot;
- (b) must cause the car stacker to be kept in appropriate operational order including:
  - (i) Having the car stacker regularly inspected and tested at the intervals recommended by the manufacturer,
  - (ii) Causing all necessary maintenance, repairs and replacements to be carried out promptly, and
  - (iii) Not allowing the car stacker to:
    - a. Fall into a state of disrepair
    - b. Operate noisily, or
    - c. Leak oil or any other fluid onto another lot or the common property of the strata scheme;

  
Registered Proprietor

  
Council Authorised Delegate

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

Sheet 5 of 7 Sheets

Plan: **SP96543**

Plan of Strata Subdivision of  
Lot 100 in D.P. 1249509

Covered by Strata Certificate No 286/2019

Dated: 12/12/19

- (c) can recover from the owner of the Benefited Lot:
- (i) the whole of the cost of repairs, maintenance or replacement required because of damage caused through the wilful or negligent act or omission of the owner of the Benefited Lot or an occupier of the Benefited Lot.
- (d) permit and suffer so much of the car stacker mechanism as is designed to do so to pass through or remain in the airspace comprising the Burdened Lot (including when it contains a motor vehicle placed there by the owner or occupier of the Benefited Lot

4.3 The cost of operating, inspecting, testing, maintaining, repairing and replacing the car stacker that is contained in lots 6, 9, 12 & 15 shall be shared equally between the owners of lots 6, 9, 12 & 15; and

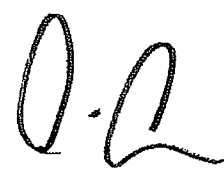
4.4 The cost of operating, inspecting, testing, maintaining, repairing and replacing the car stacker that is contained in lots 3 & 17 shall be shared equally between the owners of lots 3 & 17.

Executed by **Icon Oceania Surry Hills Pty Ltd ABN 82 613 788 239** in accordance with section 127 of the Corporations Act 2001:

   
Signature of ~~Sole Director and Secretary~~

Nico Jen MICHAEL YI  
Full Name of ~~Sole Director and Secretary~~.  
(Please print)

  
Registered Proprietor

  
Council Authorised Delegate

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

Sheet 6 of 7 Sheets

Plan: **SP96543**

Plan of Strata Subdivision of

Lot 100 in D.P. 1249509

Covered by Strata Certificate No 286/2019

Dated: 12/12/19

Authorised Officer as Delegate of THE COUNCIL  
OF THE CITY OF SYDNEY pursuant to section.  
377 / 378 of The Local Government Act 1993  
and certify that I have no notice of revocation  
of such Delegation.

\*Cross out inapplicable section



Signature of Delegate

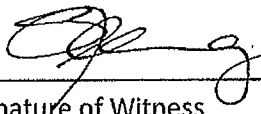
CHRISTOPHER CORDADI

Full Name of Delegate (Please print)

AREA PLANNING MANAGER

Position

I certify that I am an eligible witness and  
that the delegates signed in my presence.



Signature of Witness

STEPHEN FEENEY

Full Name of Witness (Please print)

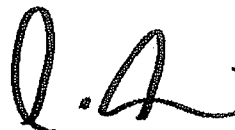
C/- 456 KENT STREET

SYDNEY

Address of Witness



Registered Proprietor



Council Authorised Delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

Sheet 7 of 7 Sheets

Plan: **SP96543**

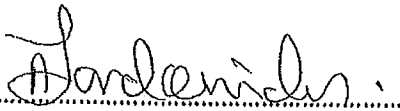
Plan of Strata Subdivision of

Lot 100 in D.P. 1249509

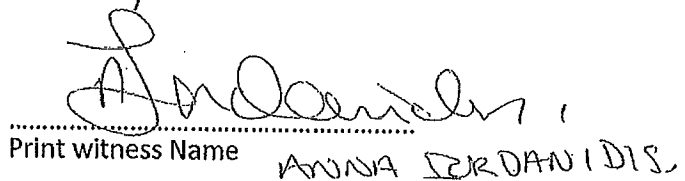
Covered by Strata Certificate No 286/2019

Dated: 12/12/19

Executed by ING BANK (AUSTRALIA) LIMITED  
ABN 24 00 893 292 in accordance with section 127  
of the Corporations Act: by its duly authorised attorneys,  
Rory Nott and Marc Saadie, Partners,  
Thomson Geer pursuant to a Power of Attorney  
dated 20 November 2018  
Registered Book Number 4752 No. 936  
who certify that they have no notice of revocation of  
the Power of Attorney in the presence of:




Signature of witness

  
Print witness Name ANNA JORDANIDIS

425, 1 O'Connell St Sydney NSW 2000  
Witness Address



Signature of attorney



Signature of attorney

RORY NOTT  
Print attorney's name

PARTNER  
Attorney's position

MARC PARTNER  
Print attorney's name

PARTNER  
Attorney's position

  
Registered Proprietor


  
Council Authorised Delegate

REGISTERED



13.12.2019



Approved Form 7	Strata Plan By-laws	Sheet 1 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>


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

SEE ANNEXURE 'A'

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-laws	Sheet 2 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>

**STRATA BY-LAWS**

**SP 96543**

**CALIBRE SURRY HILLS**


**10-14 COOPER STREET**

**SURRY HILLS NSW 2010**

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-laws	Sheet 3 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>

**CALIBRE SURRY HILLS**  
**10 - 14 COOPER STREET, SURRY HILLS NSW 2010**  
**BY-LAWS**

**BY-LAW 1. CONSENT OF OWNERS CORPORATION**

1.1 In these by-laws, these terms (in any form) mean:

**Approved Building Works** means works to a Lot or Common Property which have been approved by the Owners Corporation.

**Authority** means any Governmental Agency or any statutory, public or other authority having jurisdiction over the Building.

**Building** means the building or buildings constructed within the Parcel.

**By-laws** means the by-laws in place from time to time for the Strata Scheme.

**Cable** means cables, conduits, pipes, wires and ducts.

**Code** means a code made by the Owners Corporation in accordance with by-law 12.1 (as it may be amended or changed).

**Common Property** means so much of the Parcel as from time to time is not comprised in any Lot.

**Development Act** means the *Strata Schemes Development Act 2015 (NSW)*.

**Development Consent** means consent issued under the *Environmental Planning and Assessment Act 1979* and includes all amendments and variations to that consent.

**Equipment** includes plant, machinery, equipment and security devices.

**Exclusive Use By-Law** means by-laws granting Owners exclusive use and special privileges of Common Property according to Part 7 of the *Management Act*.


**Garbage** means any refuse, recyclable material or waste.

**Garbage Room** means that part of the area in the Building designated for the storing of Garbage.

**Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Approved Form 7	Strata Plan By-laws	Sheet 4 of 27 sheet(s)
Registered:	Office Use Only	Office Use Only
 13.12.2019	SP96543	

**Lot** means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

**Management Act** means the *Strata Schemes Management Act 2015 (NSW)*.

**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under Section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

**Occupier** means the occupier including all customers and staff, lessee or licensee of a Lot.

**Original Owner** means the registered owner of the Lots at the time of registration of the Strata Plan.

**Owner** means the registered owner of a Lot or the mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Plan.

**Parcel** means the land comprising the Lots and Common Property the subject of the Strata Scheme.

**Restricted Matter** means a matter or class of matter determined by the Owners Corporation by way of an ordinary resolution to be a matter or class of matter to be determined by the Owners Corporation in general meeting.

**Retail Lot** means Lot [insert] in the Strata Plan.

**Rooftop Recreation Area** means the Common Property on the rooftop of the Building including the swimming pool.

**Rules** means the rules made by the Owners Corporation in accordance with by-law 12.1 (as they may be amended or changed).

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

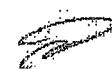

**Sign** includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign advertising a Lot for sale or to let.


**Strata Committee** means the strata committee appointed by the Owners Corporation.

**Strata Plan** means strata plan 96543.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

Approved Form 7	Strata Plan By-laws	Sheet 5 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>

1.3 Any reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the by-laws.

**BY-LAW 2. CONSENT OF OWNERS CORPORATION**

2.1 Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.

2.2 Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.


2.3 Notwithstanding the provisions of by-law 2.2, where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

2.4 Consent given by the Strata Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

2.5 Owners and Occupiers must comply with all conditions which are prescribed in or apply to a consent.

*[Handwritten signatures]*


Approved Form 7	Strata Plan By-laws	Sheet 6 of 27 sheet(s)
Registered:  	Office Use Only  <b>SP96543</b>	Office Use Only

- 2.6 Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.

### BY-LAW 3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

- 3.1 Owners and Occupiers must be adequately clothed when on Common Property.
- 3.2 Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.
- 3.3 Owners and Occupiers must not:
- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
  - (b) use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property;
  - (c) obstruct the lawful use of Common Property by any person;
  - (d) smoke while on Common Property or allow smoke to emit from their Lot;
  - (e) do anything which is illegal while on Common Property;
  - (f) bring or permit to enter any heavy article which might cause structural damage to the Building; or
  - (g) park or stand a motor vehicle in the visitor's car parking space.
- 3.4 Owners and Occupiers must ensure their children and the children of their visitors:
- (a) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
  - (b) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- 3.5 Owners and Occupiers must ensure their visitors:
- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
  - (b) do not do anything that they cannot do under the By-laws; and
  - (c) are removed from the Building upon refusing to comply with the By-laws.

*[Handwritten signature]*

Approved Form 7	Strata Plan By-laws	Sheet 7 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>

**BY-LAW 4. COMMON PROPERTY****4.1 Owners and Occupiers must:**

- (a) inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation; and
- (b) have consent from the Owners Corporation if alterations carried out on their Lot affect Common Property.


**4.2 Owners and Occupiers must not:**

- (a) do anything to damage or deface Common Property;
- (b) interfere with any personal property vested in the Owners Corporation;
- (c) interfere with the operation of any Equipment installed in the Common Property;
- (d) place or hang laundry on any part of the Common Property;
- (e) park or stand any motor vehicle, boat or other vehicle on any part of the Common Property;
- (f) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape; or
- (g) litter or store anything on Common Property without the consent of the Owners Corporation.

**4.3 Notwithstanding Section 106 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By-laws.****BY-LAW 5. PREVENTION OF DAMAGE TO COMMON PROPERTY****5.1 Owners and Occupiers must not:**

- (a) interfere with the operation of any Equipment installed in the Common Property;




Approved Form 7	Strata Plan By-laws	Sheet 8 of 27 sheet(s)
Registered:   <b>13.12.2019</b>	Office Use Only	Office Use Only  <b>SP96543</b>

(b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or

(c) interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation;

without the prior written consent of the Owners Corporation.

5.2 Owners and Occupiers of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

## BY-LAW 6. OCCUPATION AND USE OF LOTS

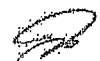
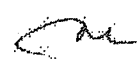
### 6.1 General

(a) Owners and Occupiers must:


- (i) keep their Lot clean, tidy and in good repair; and
- (ii) comply with all Laws affecting their Lot.

(b) Owners and Occupiers must not:

- (i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot; and
- (ii) use or occupy or allow their Lot to be used or occupied:
  - (A) for any unlawful purpose; or
  - (B) for any purpose that may affect, lessen or damage the reputation of the Building.
- (iii) break any Law whilst on their Lot;
- (iv) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
- (v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
- (vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;



Approved Form 7	Strata Plan By-laws	Sheet 9 of 27 sheet(s)
Registered:	Office Use Only	Office Use Only
 <b>13.12.2019</b>	<b>SP96543</b>	

(vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires; or

(viii) install or operate any intruder alarm in their Lot which emits an audible signal.

#### 6.2 Floor coverings

- (a) Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to minimise the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).
- (b) Owners and Occupiers must have consent from the Owners Corporation to change, remove or interfere with floor coverings in their Lot. When seeking consent, Owners and Occupiers must provide evidence that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation.
- (c) Upon completion of the change or replacement of any floor coverings or surfaces, the Owner or Occupier of the Lot must provide the Owners Corporation with certification by a suitably qualified certifier to the Owners Corporation's satisfaction that the replaced or changed floor coverings or surfaces were installed in the manner approved by the Owners Corporation and in compliance with the requirements of this by-law 6.2.


#### 6.3 Window coverings

- (a) Owners and Occupiers must ensure the window treatment of their Lot (such as the backing for curtains, blinds, shutters and louvres) are in off white colour or other colour approved by the Owners Corporation.
- (b) Owners and Occupiers must not without the consent of the Owners Corporation:
  - (i) tint the windows or glass door of their Lot with any other type of tint;
  - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); and
  - (iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot.

#### 6.4 Cleaning windows

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, unless:
  - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or



Approved Form 7	Strata Plan By-laws	Sheet 10 of 27 sheet(s)
Registered:   13.12.2019	Office Use Only	Office Use Only  <b>SP96543</b>

(ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

(b) The Owners Corporation may decide:

(i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or

(ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

#### 6.5 Balconies

(a) Owners and Occupiers must keep the balconies of their Lot clean, tidy and in good repair.

(b) Owners and Occupiers must not:

(i) place or hang any item on the balcony of their Lot;

(A) which is fixed;

(B) which is inconsistent with the use as a balcony;

(C) which is inconsistent with the aesthetics and appearance of the Building; or

(D) place or hang laundry, towels, rugs, bedding or any other items on the balcony of their Lot.

#### 6.6 Change in use of lot to be notified

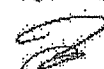
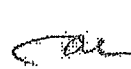
An Occupier of a lot must notify the Owners Corporation if the Occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if change of use results in a hazardous activity being carried out on the lot).


#### 6.7 Controls on hours of operation and use of facilities

(a) The Owners Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

(i) that commercial or business activities may be conducted on a lot or common property only during certain times,

(ii) that facilities situated on the common property may be used only during certain times or on certain conditions.

Approved Form 7	Strata Plan By-laws	Sheet 11 of 27 sheet(s)
Registered:	Office Use Only	Office Use Only
 13.12.2019	SP96543	

- (b) An Owner or Occupier of a lot must comply with a determination referred to in clause (a).

#### 6.8 Compliance with planning and other requirements

The Owner or Occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

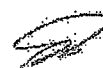
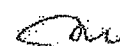
#### BY-LAW 7. ALTERATIONS OR WORK TO LOTS


- 7.1 The consent of the Owners Corporation must be obtained if an Owner or Occupier wishes to:

- (a) make alterations to, additions to, remove, repair or replace:
  - (i) any part of the Common Property near or within their Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
  - (ii) the structure of their Lot;
  - (iii) the internal walls inside their Lot (such as dividing walls, even though they may not be Common Property);
  - (iv) the balcony attached to their Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
- (b) install any bars, screens, grilles or other safety devices to the exterior of any windows or doors of their Lot;
- (c) install, place or leave anything on the carspace of their Lot which is not a motor vehicle; or
- (d) enclose the car space of their Lot.

- 7.2 Owners and Occupiers of Lots must not carry out any Approved Building Works to their Lot, any other Lot or the Common Property:

- (a) unless the Owners Corporation has approved the plans and specifications for the works;
- (b) they have procured all relevant consents from the relevant Authorities;
- (c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the Owners Corporation; and
- (d) if applicable, they have provided to the Owners Corporation all reports and other information requested by the Owners Corporation in connection with the works.

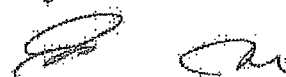




Approved Form 7	Strata Plan By-laws	Sheet 12 of 27 sheet(s)
Registered:  	Office Use Only  13.12.2019	Office Use Only  <b>SP96543</b>

- 7.3. When carrying out Approved Building Works in connection with a Lot the Owner and Occupier of the Lot must:
- (a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation;
  - (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
  - (c) ensure the works are carried out in a proper and workmanlike manner;
  - (d) use only qualified and where appropriate, licensed tradesmen;
  - (e) ensure the works are carried out without undue delay;
  - (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
  - (g) cause as little disturbance as is practicable to other Owners and Occupiers;
  - (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
  - (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
  - (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
  - (k) ensure the works are installed wholly within the boundaries of their Lot.
- 7.4. On completion of Approved Building Works in connection with a Lot, the Owner and Occupier of the Lot must:
- (a) ensure all rubbish and debris caused by the works is removed from the Building;
  - (b) ensure the Common Property is left clean and tidy; and
  - (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.
- 7.5. Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

## BY-LAW 8. SECURITY AND SECURITY KEYS

- 8.1 If it considers it necessary, the Owners Corporation may:

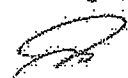
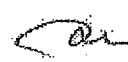



Approved Form 7	Strata Plan By-laws	Sheet 13 of 27 sheet(s)
Registered:	Office Use Only	Office Use Only
 13.12.2019	SP96543	

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
  - (b) exclude Owners' and Occupiers' access to any part of the Common Property as a means of monitoring the security of the Building; and
  - (c) restrict by means of Security Key access to specified level of the Building.
- 8.2 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.
- 8.3 Owners and Occupiers must close all security doors and gates when they pass through them.
- 8.4 If the Owners Corporation restricts access under by-law 8.1, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 8.5 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.
- 8.6 Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
- 8.7 Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
- 8.8 Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 8.9 Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- 8.10 The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.
- 8.11 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

#### BY-LAW 9: COMPENSATION TO OWNERS CORPORATION

- 9.1 Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their visitors.

Approved Form 7	Strata Plan By-laws	Sheet 14 of 27 sheet(s)
Registered:	Office Use Only	Office Use Only
 13.12.2019	SP96543	

9.2 Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the By-laws by them or any one under their control.

## BY-LAW 10. GARBAGE

10.1 Owners and Occupiers may only dispose of Garbage in the manner provided by this by-law.

10.2 Garbage that is not recyclable must be:

- (a) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped);
- (b) placed in the garbage receptacles in the Garbage Room.

10.3 Garbage that is recyclable material must be:

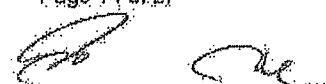
- (a) separated from Garbage that is not recyclable;
- (b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council, any relevant Authority or otherwise);
- (c) in the case of bottles, completely drained; and
- (d) placed in the relevant recyclable bins in the Garbage Room.


10.4 Owners and Occupiers must:

- (a) promptly remove any Garbage that may have been spilled; and
- (b) promptly clean the area on which the Garbage has been spilled.
- (c) if Council does not, as part of Council's normal garbage collection service, remove any of the Garbage of that Owner or Occupier due to its size, composition or any other reason, contact the Strata Committee to arrange for removal of such Garbage, such removal to be at the cost of such Owner or Occupier.

10.5 Owners and Occupiers must not:

- (a) place or leave Garbage anywhere on the Common Property other than:
  - (i) in the case of Garbage that is not recyclable, in the chutes contained in the Garbage Closets on the floor of the Building in which their Lot is located;
  - (ii) in the case of recyclable Garbage, in the relevant receptacle in the Recyclable Garbage Room;

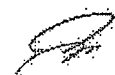



Approved Form 7	Strata Plan By-laws	Sheet 15 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>

- (b) place or leave any item of recyclable Garbage in any receptacle in the Recyclable Garbage Room other than the receptacle marked for that particular kind of recyclable Garbage; or
- (c) enter the Garbage Room or place or leave Garbage in the Garbage Room otherwise in accordance with this By-law 10;

### BY-LAW 11. ANIMALS

- 11.1 Owners and Occupiers may keep up to 2 animals or birds (not being poultry) on their Lot with the consent of the Strata Committee, such consent not to be unreasonably withheld.
- 11.2 All dogs and cats must be registered with the appropriate Authority.
- 11.3 The consent of the Strata Committee is not required to keep a guide dog or a hearing dog.
- 11.4 The following animals are not permitted to visit or be kept on any Lot or on any part of the Parcel:
  - (a) any dog or cat that is not registered with the appropriate Authority;
  - (b) any dog which is declared dangerous under the *Companion Animal Act 1998 (NSW)*;
  - (c) any animal declared by the Strata Committee to be a prohibited animal (the provisions of this by-law are not retrospective);
  - (d) any dog which the Australian Government prohibits from importation into Australia.
- 11.5 Owners and Occupiers must, in relation to any animal owned or in the care of that Owner or Occupier:
  - (a) clean up all excrement or refuse left upon Common Property by the animal; and
  - (b) make good, or bear the cost of making good, any damage to Common Property by the animal.
- 11.6 All animals must be on a leash, caged or otherwise contained when on Common Property.
- 11.7 The Strata Committee may make conditions if it grants the Owners and Occupiers consent to keep an animal.
- 11.8 The Strata Committee has the right at any time to order the Owners and Occupiers to remove their animal if:
  - (a) it becomes offensive, vicious, aggressive, noisy or a nuisance; or




Approved Form 7	Strata Plan By-laws	Sheet 16 of 27 sheet(s)
Registered:   13.12.2019	Office Use Only	Office Use Only  <b>SP96543</b>

- (b) the animal is a dog and it is considered a dangerous, nuisance or restricted dog under the Companion Animal Act 1998 (NSW).

## BY-LAW 12. RULES AND CODES


- 12.1 The Owners Corporation may make Rules and Codes relating to matters associated with:
- (a) the use and management of the Building;
  - (b) the security and control of the Building;
  - (c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);
  - (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots;
  - (e) the manner of enclosing car spaces;
  - (f) the appearance of Lots;
  - (g) the appearance of the Building;
  - (h) the type of furniture and other items which are prohibited from being placed on balconies;
  - (i) the type of Signs;
  - (j) the use of the Bicycle Storage Area; and
  - (k) any other matter determined by the Owners Corporation;
- 12.2 The Owners Corporation may amend or replace any Rule or Code.
- 12.3 Owners and Occupiers are bound by the Rules and the Codes.
- 12.4 If the Owner is not the Occupier, the Owner must send a copy of the Rules or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

## BY-LAW 13. PROVISION OF AMENITIES OR SERVICES

- 13.1 The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

*[Handwritten signatures]*



Approved Form 7	Strata Plan By-laws	Sheet 17 of 27 sheet(s)
Registered:	Office Use Only	Office Use Only
 <b>13.12.2019</b>	<b>SP96543</b>	

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

13.2 If the Owners Corporation makes a resolution referred to in by-law 13.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.


#### BY-LAW 14. SIGNS

- 14.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.
- 14.2 The provisions of this by-law:
- (a) do not bind the Original Owner; and
  - (b) do not apply to Signs erected by the Caretaker indicating the location of its office or advertising its services.

#### BY-LAW 15. MOVING AND DELIVERING

- 15.1 This by-law relates to relocating to or from the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property (referred to as "Moving").
- 15.2 Any Moving must be carried out in accordance with the requirements and Rules of the Owners Corporation.
- 15.3 Owners and Occupiers must not do any damage to the Common Property and must make good any such damage caused to the Common Property by such Moving.
- 15.4 If the Owners Corporation has appointed a Managing Agent, Owners and Occupiers must when Moving comply with the Managing Agent's requirements to the extent they are consistent with these by-laws and the Rules and Codes.
- 15.5 If required by Owners Corporation, the Owner or Occupier must, before doing any Moving lodge a bond of \$1,000 with the Owners Corporation to secure their compliance with this by-law 15. The Owners Corporation will be entitled to use such bond to make good any damage



Approved Form 7	Strata Plan By-laws	Sheet 18 of 27 sheet(s)
Registered:	Office Use Only	Office Use Only
 <b>13.12.2019</b>	<b>SP96543</b>	

caused to the Common Property or the Building by such Moving. The lodgement or size of the bond does not limit the obligation of the Owner or Occupier to make good any damage as required by by-law 15.3.

- 15.6 If the Owner or Occupier has paid a bond in accordance with this by-law and the Owners Corporation is satisfied that there is no damage to Common Property or the Building as a result of the Moving, the Owners Corporation will refund the bond to the Owner or Occupier as soon as reasonably practicable after the completion of the Moving.


#### **BY-LAW 16. COMPLAINTS AND APPLICATIONS**

- 16.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- 16.2 If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

#### **BY-LAW 17. LEASE OR LICENCE OF LOTS**

- 17.1 This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.
- 17.2 If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot:
- (a) must ensure the Occupiers have a copy of the most recent version of the By-laws, and any amendments or changes from time to time of the By-laws;
  - (b) must ensure the Occupiers comply with the By-laws;
  - (c) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Strata Committee and the Managing Agent about the Occupiers; and
  - (d) must take all action available to ensure the Occupiers comply with the By-laws and any reasonable notice the Owner receives from the Owners Corporation.
- 17.3 If an Owner of a Lot has leased or licensed that Lot, the Occupier of the Lot:
- (a) must comply with the By-laws; and
  - (b) must promptly comply with any notice it receives from the Owners Corporation, the Strata Committee and the Managing Agent.

*[Handwritten signatures]*

Approved Form 7	Strata Plan By-laws	Sheet 19 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>


**BY-LAW 18. ACCESS**

- 18.1 The Owners Corporation may by its agents, employees or contractors with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:
- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
  - (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any public authority; and
  - (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act.
- 18.2 Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by-law.
- 18.3 In order for the Owners Corporation to undertake its functions in this By-law, the Owners and Occupiers of Lots must permit the Owners Corporation and the Caretaker to temporarily store any necessary equipment or material on the Lot.

**BY-LAW 19. FIRE BRIGADE CALL OUTS**

- 19.1 Owners and Occupiers must not engage in any activity (including but not limited to cooking) on a Lot or on the Common Property that causes a smoke detector in the building to activate when there is no emergency.
- 19.2 Powers of the Owners Corporation
- The Owners Corporation shall have the following additional powers, authorities, and duties and functions:
- i) The authority to receive reports from the fire brigade on the cause or nature of any call-out in response to a smoke detector alarm;
  - ii) The power to investigate a false alarm and decide (in its reasonable opinion) who is responsible for the false alarm;
  - iii) The power to recover costs incurred from Owners or Occupiers who or by their visitors and contractors in breach of this by law activate the smoke detection system in the building resulting in a false alarm call-out from the fire brigade; and
  - iv) The power to debit the charges of false alarm call-outs from a defaulting Owner's levy account.




Approved Form 7	Strata Plan By-laws	Sheet 20 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>


## BY-LAW 20. FIRE SAFETY

- 20.1 In this By-Law Fire Safety Equipment shall mean all equipment, cabling, entrance door locksets, signs, hoses, extinguishers or any other item or fixture relating to fire alarms or fire safety.
- (a) The Owner or Occupier of a Lot shall be responsible to keep all Fire Safety equipment within or adjoining the Lot in a clean condition and in good working order at all times.
  - (b) The Owner or Occupier of a Lot must ensure that the Lot complies with all Laws and regulations from time to time relating to the lot in respect of fire alarms and fire safety.
  - (c) The Owner or Occupier of a Lot must comply with the terms of any written notice issued by the Owners Corporation in relation to this By-Law within the time specified in such notice.
  - (d) In the event of default by any Owner or Occupier of a Lot the Owner must indemnify the Owners Corporation against any expense incurred by the Owners Corporation in complying with a provision of a notice, requirement or order served on the Owners Corporation by a public authority or local council, being a provision that requires the Owners Corporation to rectify, remedy, alter or otherwise deal with any condition of there Lot or the Common Property caused or created by them or an Occupier of the Lot or by a prior Owner or Occupier of the Lot.

## BY-LAW 21. APPEARANCE OF LOT

- 21.1 The Owner or Occupier of a Lot must not without the written consent of the Owners Corporation, maintain within the Lot anything visible from the outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building. This includes the Illumination of a Lot to a noticeably higher level than that which exists in the rest of the Building.
- 21.2 An Owner or Occupier may keep planter boxes, pot plants, landscaping occasional furniture and outdoor recreational equipment on the balcony of the Lot only if it:
- (a) complies with any by law 6.6 or any other Rules of the Owners Corporation;
  - (b) will not cause damage;
  - (c) is not dangerous; and
  - (d) are presentable and satisfy the by-law 21.1

*[Handwritten signature]*

Approved Form 7	Strata Plan By-laws	Sheet 21 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>

## BY-LAW 22. CAR SPACES AND STORAGE SPACES


- 22.1 If the Owner or Occupier have a car space or a storage space, they must:
- (a) provide the Owners Corporation with access to the car space or storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the By-laws;
  - (b) keep the car space or storage space clean and tidy;
  - (c) use the car space or storage space only for lawful purposes;
  - (d) keep the car space or storage space free of vermin;
  - (e) not enclose the car space; and
  - (f) not keep dangerous, noxious, or inflammable items, materials or liquids in the car space or storage space.
- 22.2 The Owner and Occupier must, at their own cost, keep the storage cage fence in good repair and condition. If the fence on either side of the storage cage is shared by another storage cage, the Owner and Occupier and the Owner of the adjacent storage cage are jointly responsible for the cost of the repair, maintenance and replacement of that fence.
- 22.3 **Car Stackers**
- (a) The Owners Corporation may make rules relating to the use and management of Car Stackers.
  - (b) Owners and Occupiers must abide by such rules.

## BY-LAW 23. STORAGE OF BICYCLES

- 23.1 An Owner or Occupier must not:
- (a) permit any bicycle to be stored in the Common Property except in the designated areas ("Bicycle Storage Area"); nor
  - (b) permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time, except for the purpose of accessing storage areas within the Building;
  - (c) Owners and Occupiers storing bicycles in the Bicycle Storage Area do so at their own risk.

*[Signature]*

*[Signature]*

Approved Form 7	Strata Plan By-laws	Sheet 22 of 27 sheet(s)
Registered:   13.12.2019	Office Use Only	Office Use Only  <b>SP96543</b>

- (d) Bicycles that are in a state of disrepair must not be stored in any Bicycle Storage Area, or any other part of the Common Property.

## **BY-LAW 24. RETAIL LOT**

### **24.1 Common Property Rights By-Law**

- (a) This is a Common Property Rights By-Law for the purposes of section 142 of the Management Act.
- (b) The Owner of the Retail Lot has:
- (i) the special privilege to carry out and install the fitout works to the Common Property immediately adjoining that Lot;
  - (ii) the special privilege of connecting services as part of the fitout works; and
  - (iii) the exclusive use and enjoyment of that part of the Common Property on which the fitout works are located.

### **24.2 Fitout Works**

The rights under this by-law are subject to the Owner or Occupier:

- (a) first obtaining approval of the Owners Corporation under By-Law 7 for the fitout works which the Owner or Occupier wishes to carry out;
- (b) first obtaining the necessary consents and approvals for such fitout works from all applicable Authorities; and
- (c) carrying out the fitout works in accordance with the approval of the Owners Corporation and the consents and approvals of Authorities.


### **24.3 Owner Obligations including maintenance**

The Owner or Occupier of the Retail Lot must, at its cost:

- (a) maintain the fitout works in good condition and repair and, where necessary, replace the fitout works or defective parts thereof;
- (b) comply with the requirements of all Authorities and approvals with respect to the fitout works; and
- (c) Maintain in good condition and repair each part of the Common Property where the fitout works are fitted or installed.

### **24.4 Make Good and Indemnify**

*[Handwritten signatures]*

Approved Form 7	Strata Plan By-laws	Sheet 23 of 27 sheet(s)
Registered:	Office Use Only	Office Use Only
	13.12.2019	SP96543

- (a) Damage to the Common Property arising as a result of the exercise by the Owner of the Retail Lot of any rights conferred by or arising under this by-law must be made good by the Owner at its cost in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- (b) The Owner of the Retail Lot must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death or injury to any person arising out of the exercise by the Owner or Occupier of the Retail Lot of any of the rights conferred by or arising under this by-law.
- 24.5 The Retail Lot will have exclusive use of the grease trap located in the basement of the Building and must maintain the grease trap in good condition and repair and, where necessary, replace the grease trap or defective parts thereof.
- 24.6 The Retail Lot will have exclusive use over the area of the common property of one square metre on the roof with the ventilation duct servicing the Retail Lot in the centre.
- 24.7 The Owner of the Retail Lot must obtain all approvals for its use and fitout of the Retail Lot.


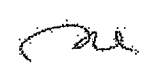
#### BY-LAW 25. ROOFTOP RECREATION AREA


##### 25.1 Your obligations

You must comply with this by-law when you use the Rooftop Recreation Area. You must also comply with any Rules made by the Owners Corporation about using the Rooftop Recreation Area.

##### 25.2 Conditions for using the Rooftop Recreation Area

- (a) You and your visitors may use the Rooftop Recreation Area. You must accompany your visitors when they are in the Rooftop Recreation Area.
- (b) You and your visitors may use the Rooftop Recreation Area only during the hours of 7.00am and 10.00pm (or during other hours approved by the Owners Corporation).
- (c) You must:
- (i) Comply with any Rules about the number of visitors they may bring into the Rooftop Recreation Area at the same time;
  - (ii) Make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Rooftop Recreation Area. Children of any age who are not proficient at water safety must not be left unsupervised for any period of time; and
  - (iii) Be adequately clothed when you are in the Rooftop Recreation Area and must ensure your visitors are adequately clothed.
- (d) You must not:

Approved Form 7	Strata Plan By-laws	Sheet 24 of 27 sheet(s)
Registered:  	Office Use Only  <b>13.12.2019</b>	Office Use Only  <b>SP96543</b>

- (i) Bring glass objects (including drinking glasses), or sharp objects into the Rooftop Recreation Area; or
- (ii) Run, be noisy or do anything that might be dangerous or be a nuisance to other Occupiers while you are in the Rooftop Recreation Area;
- (iii) And you must ensure that your visitors do not smoke tobacco or similar products while in the Rooftop Recreation Area.
- (e) You must have consent from the Owners Corporation to:
  - (i) Hold parties or other functions in the Rooftop Recreation Area; or
  - (ii) Interfere, operate or adjust the settings or any equipment or furniture in the Rooftop Recreation Area.

#### 25.3 Security and access

The Owners Corporation may lock or secure the Rooftop Recreation Area by Security Key. The Owners Corporation must give you a Security Key to the Rooftop Recreation Area and may charge a fee for additional or replacement Security Keys.

### BY-LAW 26. AIR CONDITIONING

#### 26.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by a special resolution and with the written consent of the Owner of each Lot.

#### 26.2 Air conditioning for Apartments

There is a separate Air Conditioning System for each Lot. Parts of the Air Conditioning Systems are Common Property and may be maintained, repaired and replaced by the Owners Corporation.


#### 26.3 Exclusive Use Rights

The Owner of each Lot has exclusive use of all parts of the Air Conditioning System that exclusively services their Lot.

- (a) All Air conditioning plant and equipment including air handling and condenser units ("Aircon Plant") are the property of Owners. Owners are responsible for the maintenance, servicing and replacement of the Aircon Plant.
- (b) All ducts, pipes/conduits, and the area on which the Aircon Plant is located ("Aircon Common Property") is Common Property.
- (c) Each Owner is granted Exclusive Use of the Aircon Common Property on which relates to the Aircon Plant servicing its Lot.

*[Handwritten signatures]*



Approved Form 7	Strata Plan By-laws	Sheet 25 of 27 sheet(s)
Registered:	Office Use Only	Office Use Only
 <b>13.12.2019</b>	<b>SP96543</b>	

**26.4 Interpreting this by-law**

In this Exclusive Use By-Law, "you" means the Owner of an Lot.

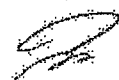
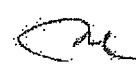
**26.5 What are your obligations?**

You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System that exclusively services your Lot:


- (a) In a proper and safe manner at all times; and
- (b) According to the requirements of all authorities about air conditioning services; and
- (c) Using contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System.

**26.6 Paying for air conditioning services**

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning System, you must pay those costs on demand. The Owners Corporation may include these costs in your next administrative fund or sinking fund contributions.

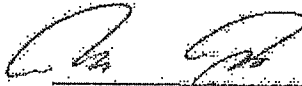




ePlan

Approved Form 7	Strata Plan By-laws	Sheet 26 of 27 sheet(s)
Registered:  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>

### Execution

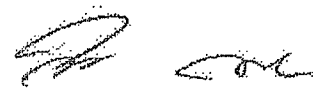
Executed by Icon Oceania Pty Ltd )  
ACN 613 788 239 in accordance )  
with Section 127 of the )  
Corporations Act 2001:


 NICO TJEN  
Director

  
MICHAEL YL  
Director

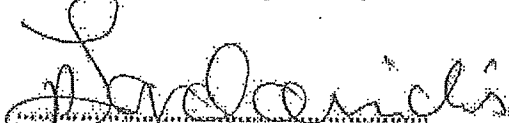
This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.




Approved Form 7	Strata Plan By-laws	Sheet 27 of 27 sheet(s)
Registered;  13.12.2019	Office Use Only	Office Use Only <b>SP96543</b>

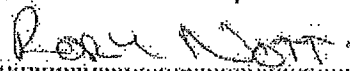
Executed by ING BANK (AUSTRALIA) LIMITED  
ABN 24 00 893 292 in accordance with section 127  
of the Corporations Act: by its duly authorised attorneys,  
Rory Nott and Marc Saadie, Partners,  
Thomson Geer pursuant to a Power of Attorney  
dated 20 November 2018  
Registered Book Number 4752 No. 936  
who certify that they have no notice of revocation of  
the Power of Attorney in the presence of:

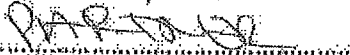
  
Signature of witness:


  
Print witness Name


  
Witness Address

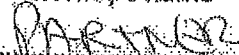
  
Signature of attorney

  
Print attorney's name

  
Attorney's position

  
Signature of attorney

  
Print attorney's name

  
Attorney's position

**REGISTERED**  13.12.2019

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.



City Plan Services P/L  
30 075 223 353

## INTERIM OCCUPATION CERTIFICATE NO. 173279/1

Issued under Part 4A of the Environmental Planning and Assessment Act 1979  
Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

### APPLICANT

Name of person having benefit of the development consent:

Nico Wijarto Tjen – Icon Oceania Surry Hills  
Developments Pty Ltd  
Suite 12, Level 8, 66 Goulburn Street,  
Sydney NSW 2000  
Phone: 0414 189 820

Address:

Contact Details:

Consent Authority/Local Government Area:  
Development Consent No:

Sydney City Council  
LEC 210872 of 2016, D/2016/684/A,  
D/2016/684/B, D/2016/684/C & D/2016/684/D  
15/05/2017, 01/06/2018, 20/12/2018,  
21/02/2019 & 14/08/2019  
CC 173279/2, 173279/3, 173279 & 173279/4  
22/08/2018, 20/02/2019, 05/07/2018 &  
19/11/2019

Date of Development Consent:

Construction Certificate No:

Date of Construction Certificate:

### PROPOSAL

Address of Development:

Lot No:

DP No:

Building Code of Australia Classification:

Type of Construction:

Scope of building works covered by this Certificate:

10-14 Cooper Street, Surry Hills NSW 2010  
Lot 1, 2 & 3  
DP 202044  
Class 2, 6, 7a & 7b  
Type A  
New mixed use development of 19  
apartments, 8 storeys, ground floor and  
basement parking.  
Schedule 1  
Schedule 2  
Retail tenancy.  
19/11/2019  
20/11/2019

Attachments:

Fire Safety Schedule:

Exclusions:

Date of Application:

Date of Application Received:

### CERTIFYING AUTHORITY

Adam DeLooze for and on behalf of  
City Plan Services Pty Ltd

### ACCREDITATION NUMBER

BPB0085

That I, Adam DeLooze, as the certifying authority, certify that:

- A current Development Consent or Complying Development Consent is in force with respect to the building;
- A Construction Certificate has been issued with respect to the plans and specifications for the building;
- The health and safety of the occupants of the building has been taken into consideration;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building or an Interim Final Fire Safety Certificate has been issued for the relevant part of the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.

### DETERMINATION

Approval dated this 17<sup>th</sup> December 2019

Adam DeLooze

A1 Accredited Certifier

Right of Appeal: Under s109K where the Certifying Authority is Council an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

Suite 6.02, 120 Sussex St, Sydney NSW 2000

Phone: 02 8270 3500

CITYPLAN.COM.AU

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property: Unit  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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





Revenue

Enquiry ID	3500503
Agent ID	112176669
Issue Date	03 Jun 2021
Correspondence ID	1727628347
Your reference	I014/1705

DYE & DURHAM PROPERTY PTY LTD  
Post Office Box A2151  
SYDNEY SOUTH NSW 1235

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
S96543/9	Unit 303, 10-14 COOPER ST SURRY HILLS 2010	\$323 340

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

---

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries

8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.



ICON OCEANIA SURRY HILLS PTY LTD  
C/- EVA LAW  
LEVEL 18 CITIGROUP CENTRE  
2 PARK STREET  
SYDNEY NSW 2000

Our reference: 7122323691848

Phone: 13 28 66

16 June 2021

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410548771700
Vendor name	ICON OCEANIA SURRY HILLS PTY LTD
Clearance Certificate Period	15 June 2021 to 15 June 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,  
**James O'Halloran**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



4 June 2021

**Sai Global Pty Ltd**

**Reference number: 8000783599**

**Property address: U 303/10-14 Cooper St Surry Hills NSW 2010**

### **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

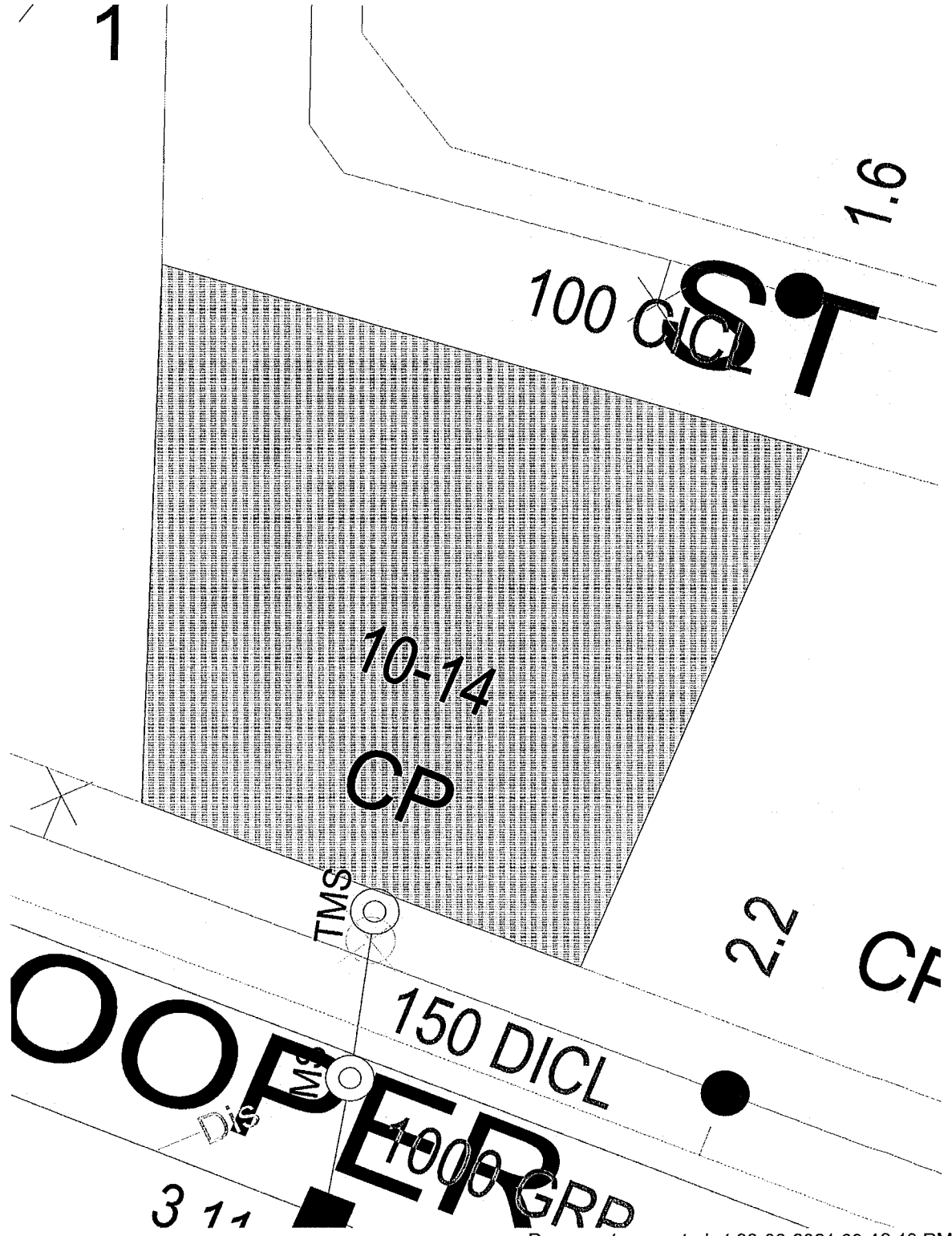
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley  
Manager Business Customers

Service Location Print  
Application Number: 8000780558



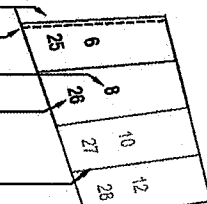





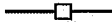









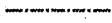









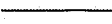



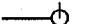

















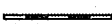


Document generated at 03-06-2021 03:40:13 PM

**Disclaimer**

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

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)	225 PVC	Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)	1.7	Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)	10.1		
Concrete Encased Section	Concrete Encased		
Terminal Maintenance Shaft	TMS		
Maintenance Shaft	MS		
Rodding Point	RP		
Lamp hole			
Vertical	VERT		
Pumping Station	SP0882		
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	200 PVC
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		Private Mains	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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



City of Sydney  
Town Hall House  
456 Kent Street  
Sydney NSW 2000  
Telephone +61 2 9265 9333  
Fax +61 2 9265 9222  
council@cityofsydney.nsw.gov.au  
GPO Box 1591 Sydney NSW 2001  
cityofsydney.nsw.gov.au



SAIGLOBAL PROPERTY  
3/355 Spencer St  
WEST MELBOURNE VIC 3003

## PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

---

<b>Applicant:</b>	SAIGLOBAL PROPERTY
<b>Your reference:</b>	68460440:104103696
<b>Address of property:</b>	10-14 Cooper Street , SURRY HILLS NSW 2010
<b>Owner:</b>	THE OWNERS - STRATA PLAN NO 96543
<b>Description of land:</b>	Lots 1-19 SP 96543, Lot 100 DP 1249509
<b>Certificate No.:</b>	2021306430
<b>Certificate Date:</b>	4/06/21
<b>Receipt No:</b>	0175178
<b>Fee:</b>	\$80.00
<b>Paid:</b>	4/06/21

Title information and description of land are provided from data supplied by the Valuer General and shown where available.

Issuing Officer  
per Monica Barone  
Chief Executive Officer

### CERTIFICATE ENQUIRIES:

Ph: 9265 9333  
Fax: 9265 9415

Sydney2030/Green/Global/Connected

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

**Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)**

**1 Objectives of zone**

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

**4 Prohibited**

Extractive industries; Heavy industrial storage establishments; Heavy industries

**PROPOSED ZONING**

This property is not affected by a draft zone.

**LOCAL PLANNING CONTROLS**

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012  
NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

**Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney**

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

**Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms**

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

**HERITAGE**

**State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from [www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

**STATE PLANNING INSTRUMENTS**

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

**State Environmental Planning Policy No. 19 – Bushland in Urban Areas**

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**State Environmental Planning Policy No. 33 – Hazardous and Offensive Development**

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

**State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, 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. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**State Environmental Planning Policy No. 64 – Advertising and Signage**

This policy aims to ensure that signage (including advertising):

Is compatible with the desired amenity and visual character of an area, and

- Provides effective communications in suitable locations, and
- Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2005 and State Environmental Planning Policy No. 60 where these apply.

**State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

**State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes)  
(Gazetted 31.05.02)**

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

**State Environmental Planning Policy (Housing for Seniors or People with a Disability)  
2004**

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made

under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

**State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

**State Environmental Planning Policy (State Significant Precincts) 2005**

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

**State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

**State Environmental Planning Policy (Infrastructure) 2007**

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact 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 (Affordable Rental Housing) 2009**

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. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

**State Environmental Planning Policy (Urban Renewal) 2010**

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

**State Environmental Planning Policy (State and Regional Development) 2011**

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

**State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

**State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017**

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

**State Environmental Planning Policy (Coastal Management) 2018**

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the Coastal Management Act 2016, including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and

- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the Coastal Management Act 2016.

**Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005**

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

---

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

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

This SEPP does not apply to the land.

**(3) Complying Development**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**Housing Code, Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a. or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	NO
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO
▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO



**Housing Alterations Code**

Complying development under the Housing Alterations Code **may** be carried out on the land.

**Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

**Subdivisions Code**

Complying development under the Subdivisions Code **may** be carried out on the land.

**Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

**General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

**Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

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

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

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9 <sup>th</sup> July 2013	<b>YES</b>
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	<b>NO</b>
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 <sup>th</sup> May 2007	<b>NO</b>
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable.

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

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

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

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

**Note.** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

---

**PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:**

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

**PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

---

*PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.*

**Contaminated Land Potential:**

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this section 10.7 certificate to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

**Hazard Risk Restriction:**

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps. Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

**Construction Noise and View Loss Advice:**

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

**Outstanding Notice & Order information**

In relation to this property, there is **not** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

In relation to this property, there is **not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

**Neighbourhood Parking Policy**

The City of Sydney co-ordinates a Resident Permit Parking Scheme and a Visitor Permit Parking scheme. This property may be restricted from participating in either scheme. Eligibility may change after the date of this certificate, as parking supply and other traffic demands change. For more information contact Council's call centre on 9265 9333.

---

**ADVICE FROM OTHER BODIES**

**Sydney Ports Corporation Advice**

Some land in the City of Sydney located in the vicinity of the White Bay, Glebe Island and Darling Harbour ports may be affected by noise from port operations.

*Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).*

*Planning certificate section 10.7 (2), local planning controls are available are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)*

**General Enquiries:  
Telephone: 02 9265 9333**

**Town Hall House  
Level 2  
Town Hall House  
456 Kent Street  
Sydney  
8am – 6pm Monday - Friday**

*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:  
Chief Executive Officer  
City of Sydney  
G.P.O. Box 1591  
Sydney NSW 2000*

End of Document

# Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

## IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

## AGREEMENT

This Agreement is made on 15 / 10 / 2020 at: Suite 304/ 45-51 Cross Street, Double Bay NSW BETWEEN

**LANDLORD** (insert name and telephone number or other contact details of Landlord(s))

Name/s: Icon Oceania Surry Hills Pty Ltd

Phone: .....

Mobile: 0411 692 756

Email: asha@thepropertyedit.com.au

Other Contact Details: .....

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

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

Ste 304/45 Cross Street, Double Bay NSW 2028

*Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.*

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: .....

**TENANT(S)** (insert name of Tenant(s) and contact details)

Name/s: Jamie Brummie and Josephine Heffernan

Address for service of notices (if not address of Residential Premises):

303/10-14 Cooper Street, Surry Hills NSW 2010

Phone: 0411 448 988

Mobile: 0412 517 334

Email: josephine\_heffernan@yahoo.com.au / jamie8rbf@gmail.com

**LANDLORD'S AGENT DETAILS** (insert name of Landlord's Agent (if any) and contact details)

Name/s: Asha Askarly Pty Ltd T/as The Property Edit

Address: Suite 304/45-51 Cross Street

ACN: 628757433

Double Bay NSW 2028

ABN: 8362857433

Phone: .....

Mobile: 0411 692 756

Email: asha@thepropertyedit.com.au

Licence No.: 20038467

Licence Expiry: .....

## TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☒ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☐ Other (Please specify) .....

☐ Periodic (no end date) .....

starting on: 21 / 10 / 2020 and ending on: 20 / 10 / 2021 (cross out if not applicable)

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



**RESIDENTIAL PREMISES** *Note: insert any excluded items in the Other Additional Terms item on the signature page*The residential premises are: **303/10-14 Cooper Street, Surry Hills NSW 2010**The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)***1 X CARSPACE in a carstacking facility****RENT/RENT INCREASE**The rent is: **\$3,867.26** per: **calendar month** payable in advance starting on: **21 / 10 / 2020***Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.*Rent Increase 1: Then from: **/ /** pay: **\$0.00** per: **calendar month**Rent Increase 2: Then from: **/ /** pay: **\$0.00** per: **calendar month***Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.*The tenant must pay the rent in advance on the **21st** of every **calendar month** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: \_\_\_\_\_ at: \_\_\_\_\_

by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **RE Agents Trust Account**Bank: **CBA**BSB: **062156**Account No.: **10312624**Payment Reference: **Heffernan**

or any other account nominated by the landlord; or

(c) as follows: \_\_\_\_\_

*Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.***RENTAL BOND** *(Cross out if there is not going to be a bond)*A rental bond of **\$ 3560** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or☐ the landlord's agent, or☒ NSW Fair Trading through Rental Bonds Online.*Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.***IMPORTANT INFORMATION****MAXIMUM NUMBER OF OCCUPANTS**No more than **2** persons may ordinarily live in the Premises at any one time.Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)***URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Vader Electrical**Phone: **0498 758 384**Plumbing Repairs: **Timewise Plumbing**Phone: **0410 384 789**Building Repairs: **Contact Agent**Phone: **0411 692 756**

Other Repairs: \_\_\_\_\_

Phone: \_\_\_\_\_

**WATER USAGE**

Will the Tenant be required to pay separately for water usage? ☐ Yes ☒ No If 'yes', see Clauses 12 and 13

**UTILITIES**

Is electricity supplied to the premises from an embedded network? ☐ Yes ☒ No

Is gas supplied to the premises from an embedded network? ☐ Yes ☒ No

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

**SMOKE ALARMS**

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

☒ Hardwired smoke alarm ☐ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ No

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

9v

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

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

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☐ Yes ☐ No

**STRATA BY-LAWS**

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No  
If 'yes', see Clauses 38 and 39

**GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]**

*[Cross out if not applicable]*

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

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

**Landlord**

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: asha@thepropertyedit.com.au

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

**Tenant**

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: josephine\_heffernan@yahoo.com.au

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

**CONDITION REPORT**

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report prepared for a tenancy agreement entered into by the tenant and dated \_\_\_\_/\_\_\_\_/\_\_\_\_ applies to this Agreement.

**TENANCY LAWS**

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

## STANDARD TERMS OF AGREEMENT

### RIGHT TO OCCUPY THE PREMISES

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

### COPY OF AGREEMENT

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

### RENT

3. The tenant agrees:
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. The landlord agrees:
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
  - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
  - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

### RENT INCREASES

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

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

6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

### 7. The landlord and the tenant agree:

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

### RENT REDUCTIONS

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

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

10. The landlord agrees to pay:
    - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
    - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
    - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
  - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

**11. The tenant agrees to pay:**

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

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

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

**Note.** *Separately metered* is defined in the *Residential Tenancies Act 2010*.

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

**POSSESSION OF THE PREMISES**

**14. The landlord agrees:**

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

**TENANT'S RIGHT TO QUIET ENJOYMENT**

**15. The landlord agrees:**

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

**USE OF THE PREMISES BY TENANT**

**16. The tenant agrees:**

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

**17. The tenant agrees:**

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

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

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

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

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**

**19. The landlord agrees:**

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

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

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

- (a) are in a reasonable state of repair, and
  - (b) with respect to the floors, ceilings, walls and supporting structures are not subject to significant dampness, and
  - (c) with respect to the roof, ceilings and windows do not allow water penetration into the premises, and
  - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

#### URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note.** The type of repairs that are *urgent repairs* are defined in the *Residential Tenancies Act 2010* and are defined as follows-

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

#### SALE OF THE PREMISES

21. The landlord agrees:
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. The landlord and the tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

#### LANDLORD'S ACCESS TO THE PREMISES

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

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
25. **The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:**
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. **The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.**
27. **The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.**

#### **PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**

28. **The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.**

**Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. **The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.**

#### **FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES**

30. **The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
31. **The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.**

**Note.** The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

#### **LOCKS AND SECURITY DEVICES**

32. **The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
33. **The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
34. **A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.**

#### **TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

35. **The landlord and the tenant agree that:**
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

**Note.** Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

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

#### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:
- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

#### MITIGATION OF LOSS

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

#### RENTAL BOND

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

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

#### SMOKE ALARMS

42. The landlord agrees to:
- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:
- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

#### SWIMMING POOLS

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

~~45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

~~46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

~~46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

~~Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~

#### LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

#### COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

#### SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

#### ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

#### BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

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

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

#### ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

(a) both the landlord and the tenant agree to the terms, and  
(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

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

#### ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

54. The tenant agrees:

54.1 to supervise and keep the animal within the premises, and  
54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and



54.4 to comply with any council requirements.

55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

56.1 The tenant agrees:

- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
- (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
- (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
- (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.

56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

#### ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

57.1 The condition report will form part of and be included in this agreement.

#### ADDITIONAL TERM - INSPECTIONS

58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

#### ADDITIONAL TERM - CARE OF PREMISES

59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

59.1 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

59.2 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.

59.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.

59.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

59.5 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

59.6 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

59.7 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.

59.8 not to affix any television antenna to the premises.

59.9 not to maliciously or negligently damage the premises or any part of the premises.

59.10 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

59.11 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.

59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.

59.13 to notify the landlord of any infectious disease at the premises.

#### ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

60.2 During the term of the tenancy:

- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
  - (1) child-restraint barriers are in place and properly maintained,
  - (2) access gates and doors are securely closed at all times,
  - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
  - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
- (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.

- (c) the tenant is responsible for general maintenance including:
- (1) regular cleaning of filter baskets
  - (2) maintaining required water levels
  - (3) removing vegetation and other rubbish from the pool
  - (4) maintaining the pool water condition
  - (5) regular pool services
  - (6) payment of costs for all required pool chemicals
  - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

#### ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

#### ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term the tenant agrees:

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

**Note.** Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

#### ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Furnigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (b), (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

#### ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

#### ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.

69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.

70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

#### ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

#### ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.

73. The tenant agrees, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

**ADDITIONAL TERM - RENT INCREASE DURING THE TERM**

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

**ADDITIONAL TERM - PRIVACY**

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
  - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
  - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
  - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
  - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
  - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
  - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

**ADDITIONAL TERM - DATA COLLECTION**

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

**ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS**

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
  - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
  - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
  - (4) by email, where the party has given express consent in accordance with clause 50; or
  - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

## NOTES

### 1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **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.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **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.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **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).  
Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

### 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 the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

### 6. WARNING

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

#### OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

1. The Landlords agent shall provide the tenant a condition report. This must be signed and returned to the agent within 7 days of receipt, if not returned the agents copy shall be deemed the true copy of condition of property.
2. Insurance- the landlords insurance does not cover the tenants personal belongings. We suggest the tenant take out their own contents Insurance
3. The tenant agrees not to attach any hooks or nails to the walls. The tenant will need to seek the approval in writing from the landlord to do so.
4. The tenant agrees to submit all repairs to the landlords agent in writing (email).

#### SIGNATURES

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD:

(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 16/10/20

#### LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

SIGNED BY THE LANDLORD:

(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 16/10/20

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:

(Signature of tenant)

Date: 16/10/20

SIGNED BY THE TENANT (2):

(Signature of tenant 2)

Date: 16/10/20

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

Date: 1/1

SIGNED BY THE TENANT (4):

(Signature of tenant 4)

Date: 1/1

#### TENANT INFORMATION STATEMENT

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

SIGNED BY THE TENANT/S:

(Signatures of tenants)

Date: 16/10/20

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

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