

# Contract for the sale of land – 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent **Pulse Property Agents** Phone: 02 9525 4666  
 Level Level 3 12 Central Road MIRANDA NSW 2228 Fax: 02 9525 4699  
 Ref: Rochelle Mills

Co-agent  
 Vendor **Mitchell Ronald Edwin Brown**  
 2 Sharn Street KURNELL NSW 2231

Vendor's Solicitor **BK's Conveyancing** Phone: 0403 702 317  
 62 Croydon Street Cronulla NSW 2230 Fax: (02) 8834 0722  
 Po Box 1100, Caringbah NSW 1495 Ref: BK-16/0278

Completion date 42nd day after the contract date (clause 15)

Land **UNIT 13/28 TULLIMBAR ROAD CRONULLA NSW 2230**

(Address, plan details and title reference) being Lot 13 in SP23007  
 Folio Identifier 13/SP23007

☐ VACANT POSSESSION ☒ subject to existing tenancies

Improvements ☐ house ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ none  
☐ other:

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

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

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

Exclusions Dryer

Purchaser

Purchaser's solicitor Phone:  
 Fax:  
 Ref:

Price

Deposit (10% of the price, unless otherwise stated)

Balance

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

Vendor

Witness

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

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares Witness

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

Vendor duty is payable ☐ NO ☐ yes in full ☐ yes to an extent  
 Deposit can be used to pay vendor duty ☐ NO ☐ yes  
 Land tax is adjustable ☐ NO ☐ yes  
 GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent  
 Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

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

Michael Roberts Strata – 02 8567 5900

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 24 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 25 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i>
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 27 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 28 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 29 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 30 property certificate for neighbourhood property
<input type="checkbox"/> 8 sewerage connections diagram	<input type="checkbox"/> 31 plan creating neighbourhood property
<input checked="" type="checkbox"/> 9 sewer mains diagram	<input type="checkbox"/> 32 neighbourhood development contract
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 33 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 34 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 35 plan creating precinct property
<input type="checkbox"/> 13 section 317A certificate (certificate of compliance)	<input type="checkbox"/> 36 precinct development contract
<input type="checkbox"/> 14 building certificate given under <i>legislation</i>	<input type="checkbox"/> 37 precinct management statement
<input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 38 property certificate for community property
<input type="checkbox"/> 16 brochure or note (Home Building Act 1989)	<input type="checkbox"/> 39 plan creating community property
<input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982)	<input type="checkbox"/> 40 community development contract
<input type="checkbox"/> 18 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 41 community management statement
<input type="checkbox"/> 19 other document relevant to tenancies	<input type="checkbox"/> 42 document disclosing a change of by-laws
<input type="checkbox"/> 20 old system document	<input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 Crown tenure card	<input type="checkbox"/> 44 document disclosing a change in boundaries
<input type="checkbox"/> 22 Crown purchase statement of account	<input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
<input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	

### WARNINGS

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

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

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

### DISPUTES

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

### AUCTIONS

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

### **WARNING SWIMMING POOLS**

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

### **WARNING SMOKE ALARMS**

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

### **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

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

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

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

### WARNING SMOKE ALARMS

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

### IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> );
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> <li>● a <i>bank</i>; or</li> <li>● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or</li> </ul> if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

## 2 Deposit and other payments before completion

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

## 3 Payment of vendor duty out of the deposit

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

## 4 Transfer

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

## 5 Requisitions

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

## 6 Error or misdescription

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

**7 Claims by purchaser**

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

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

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

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

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

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

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

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

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

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

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

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

**8 Vendor's right to rescind**

The vendor can *rescind* if -

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

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

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

**9 Purchaser's default**

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

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

9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

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

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

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

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

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

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

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

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

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

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

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

**11 Compliance with work orders**

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

**12 Certificates and inspections**

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 If the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.



**14 Adjustments**

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

**15 Completion date**

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

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

**17 Possession**

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



- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

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

## 18 Possession before completion

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

18.2 The purchaser must not before completion -

- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion -

- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

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

- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.

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

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

## 19 Rescission of contract

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

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

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

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -

- 20.7.1 If the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
    - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 'common property' includes association property for the scheme or any higher scheme;
  - 'contribution' includes an amount payable under a by-law;
  - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 'the property' includes any interest in common property for the scheme associated with the lot;
  - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
  - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
  - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
  - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
    - a proportional unit entitlement for the lot is not disclosed in this contract; or
    - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1998 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

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

## 24 Tenancies

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

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

- 28.3 If the plan is not registered *within* that time and in that manner -
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening -
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;
- 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision;
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening -
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**Special Condition forming part of this contract**

Dated:.....

between: ..... ('vendor')

and: ..... ('purchaser')

---

**Inconsistency and Severability**

- 30.1 If there is any inconsistency in this contract between the printed clauses and these Special Conditions, these Special Conditions shall prevail to the extent of that inconsistency.
- 30.2 The unenforceability of any provision of this Contract does not affect the enforceability of any other provision.

**Purchaser's Acceptance of Discharges and Withdrawals**

31. Upon completion the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the Purchaser the registration fee payable thereon and the Purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

**Whole of Agreement**

32. The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this Contract whether made by a party or any other person acting or purporting to act on behalf of a party.

**Incapacity of Parties**

33. Without in any way negotiating, limiting or restricting any rights or remedies which would have been available at law or in equity if this clause had not been included, it is agreed that:-
- (a) if prior to completion either party (or if more than one person comprises such party, either or any of them) dies or becomes bankrupt or becomes mentally ill, then either party may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply; and
  - (b) if any corporation being a party to this Contract prior to completion enters into any scheme with its creditors or makes any arrangement for the benefit of creditors or application is made to wind up that party or a liquidator or provisional liquidator, receiver or administrator is appointed in respect of that party, then the other party may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply.

### **Interest payable on Delayed Settlement**

- 34.1 If the purchase price is not paid by the Purchaser to the Vendor upon the date of completion specified on page 1 hereto and provided such delay is not due to the default of the Vendor (then in addition to all other remedies available to the Vendor):
- (a) the balance of purchase moneys payable hereunder shall carry interest calculated at the rate of ten percent (10%) per annum computed from the said specified completion date until the date of payment to the Vendor, both dates inclusive; and
  - (b) notwithstanding the provisions of any special condition herein all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone.
- 34.2 The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid. The parties hereto expressly agree that this figure represents a genuine pre-estimate of the Vendor's damages and is not a penalty clause.

### **Length of Notice to Complete**

35. In addition to the rights set out in this Contract for Sale of Land the Purchaser agrees that in the event that this Contract is not completed within the time prescribed in Clause 15 then at any time thereafter the Vendor shall be entitled to give the Purchaser a notice to complete requiring completion of this Contract within a period of not less than fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the notice for completion) and making time of the essence of this Contract in such regard and such period of fourteen (14) days for all purposes shall be deemed a reasonable time and provided that the Vendor shall be entitled to withdraw any notice to complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof.
- 35.1 In addition the Purchaser shall pay the sum of \$350.00 plus GST to cover legal costs and expenses incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of these additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.
- 35.2 In the event that the Vendor issues a notice to complete on the Purchaser and therewith or subsequently thereto but prior to the date fixed for completion in such notice serves a statement of the Vendor's calculation of the adjustments of rates and other adjustments to be made pursuant to this Contract then apart from any manifest error such adjustments shall be deemed to be correct unless not less than twenty four (24) hours prior to the date fixed for completion, the Purchaser serves on the Vendor a statement setting out the Purchaser's calculation of adjustments to be made pursuant to the Contract and setting out those matters in respect to which the Purchaser



disputes the adjustments made by the Vendor and the reasons for the matters disputed.

### **Condition of Property / Improvements**

36. The Purchaser warrants to the Vendor that:-

- (a) the Purchaser enters into this Contract solely in reliance upon his own inspections of the property and improvements or inspections made on the Purchaser's behalf and not in reliance on any statement of the Vendor or anyone on the Vendor's behalf;
- (b) no-one on the Vendor's behalf has made any representation with respect to the condition of the property; and
- (c) the Purchaser is purchasing the property and improvements in its present condition (fair wear and tear accepted) and state of repair subject to any infestation and dilapidation and shall make no objection or requisition or claim for compensation in respect of the same.

### **Purchaser's Representations, Warranties and Acknowledgements**

37.1 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 made by any person including 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 Land or about any financial return or income to be derived from the Land) except those representations and warranties that are set out in this Contract.
- (b) The Purchaser acknowledges that any representations or warranties made by the Vendor are only as set out in this Contract and the Purchaser is to be bound only by the provisions of the Contract.
- (c) The Purchaser shall not be entitled to make any claim for compensation, objection or requisition in relation to any matter disclosed in this Special Condition.
- (d) Before entering into this Contract the Purchaser has relied entirely on its own inquiries relating to the Land made by or on the Purchaser's behalf.
- (e) The Purchaser warrants it 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 Land and the purposes for which the Land may be lawfully used; and
  - (iii) the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for

depreciation of any plant or equipment in the building or in connection with the cost of construction of the building.

- (f) The Purchaser acknowledges that any promotional material, advertising material, and the like which the Purchaser may receive from any person in respect of the property will not form part of this Contract and the Purchaser can not rely on such material and will not be entitled to make any claim, objection or requisition or rescind or terminate or delay completion in respect to any matter arising from such material.

- 37.2 The Purchaser acknowledges that this Contract and its Annexure(s) is the entire agreement between the parties.

#### **Each Clause Severable**

38. Each clause, sub-clause and further condition of the conditions of this Contract shall be severable from each other clause, sub-clause and further condition and the invalidity or unenforceability of any clause, sub-clause or any further condition for any reason, shall not prejudice or in any way affect the validity or enforceability of any other clause, sub-clause or further condition.

#### **Rescission of Contract for Breach of Warranty**

39. Should the Purchaser elect to rescind this Contract on the basis of a breach by the Vendor of the warranty prescribed within Clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulation 2005, then the provisions of Clause 19 of this Contract shall apply.

In the event that the Purchaser elects not to rescind this Contract by reason of any such breach, then the Purchaser agrees to proceed to completion of this Contract and to waive any right or claim to damages, costs or expenses which, but for this further condition, might arise in favour of the Purchaser as a consequence thereof.

For the purposes of this further condition, Clause 19 of this Contract is amended in the following respects:

- \* Clause 19.2.3 is deleted
- \* The word "otherwise" is deleted from Clause 19.2.4

#### **Warranty Regarding Agency**

- 40.1 The Purchaser represents and warrants that it was not introduced to the property or to the Vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the Vendor other than the Vendor's agent named in this Contract. If any real estate agent other than the Vendor's Agent makes a claim and successfully recovers any commission or fee from the Vendor by establishing that he introduced the Purchaser to the subject Property or to the Vendor the Purchaser will reimburse to the Vendor the amount of any such commission or fee and all legal costs and disbursements incurred by the Vendor as a result of the

breach of the warranty herein contained and the provisions of this Special Condition shall not merge upon completion hereof.

- 40.2 The Purchaser acknowledges that any entity referred to as Vendor's Agent was employed only to find a Purchaser and was given no authority (and no employee of that entity was given authority) to make statements as agent of or in any other way binding on the Vendor, whether orally in writing, by advertisement or otherwise. Furthermore, communications to that entity do no amount to communications to the Vendor.
- 40.3 The Purchaser represents and warrants that it did not rely upon any representations or warranties made by any real estate agent in entering into this Contract and this Contract is the sole agreement reached between the Vendor and Purchaser.
- 40.4 The Purchaser represents and warrants that any representations or warranties made by any real estate agent is solely for the purpose of introducing the Purchaser to a property only and the Contract contains all representations or warranties made by any real estate agent.

#### **Amendment to Standard Contract for Sale of Land**

41. The Contract shall be amended by:-
- (a) the definition of "settlement cheque" in Clause 1 is amended by deleting the existing definition of "settlement cheque" and replace it with the following definition of "settlement cheque":

"an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque"
  - (b) The deletion of the word "Normally" from Clause 4.1.
  - (c) Clause 7.1.3: Replace the words "14 days" with the words "7 days".
  - (d) Clause 7.2.1: Replace the amount "10%" with the amount "1%"
  - (e) Clause 8.1: Delete the words "on reasonable grounds".
  - (f) Clause 10.1: Replace the first line with "The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of"
  - (g) Clause 10.1.9: Replace the word "substance" with the word "existence".
  - (h) Deletion of clause 14.4.2
  - (i) Deletion of the words "plus another 20% of that fee" at the end of Clause 16.5.
  - (j) the deletion of Clause 16.8.

- (k) the deletion of Clause 23.6 and 23.7
- (l) Clause 23.9.1 is amended by deleting "1%" and replacing it with "10%"
- (m) Deletion of Clause 24.1.

#### **Credit**

42. The Purchaser warrants to the Vendor that either:-

- (a) the Purchaser does not require credit in order to complete this Contract; or
- (b) the Purchaser has obtained credit, upon reasonable terms, and in a sufficient amount to enable completion of this Contract.

and the Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract.

For the purposes of this further condition, the word "credit" has the same meaning as that ascribed to it by Section 4(1) of the Consumer Credit (New South Wales) Code.

#### **Goods and Services Tax (GST)**

43 Without in any way negating, limiting or restricting Clauses 13.7 and 13.8:

43.1 The Purchaser warrants that the subject property will be used by the Purchaser predominantly for residential accommodation.

43.2 This warranty shall not merge on completion.

43.3 If the Purchaser breaches this warranty the Purchaser will indemnify the Vendor in relation to any liability for goods and services tax, interest and penalties thereon which the Vendor may have by reason of the supply of the property being a taxable supply within the meaning of Section 9-5 of A New Tax System (Goods and Services Tax) Act 1999.

#### **Zoning Certificate**

44.1 The Purchaser acknowledges the Vendor's specific disclosure in the Section 149 Certificate of the Environmental Planning instruments which affect the property and the Purchaser represents and warrants that it has inspected the Planning instruments (and draft Environmental Planning instruments, if applicable) and any document or provision incorporated in or created under them and is aware of all restrictions and prohibitions contained in those instruments.

44.2 Where the information, express or implied, contained in the Section 149 Certificate is inconsistent with the disclosure in the preceding clause then the

disclosure in the preceding clause above shall prevail to the extent of any inconsistency.

#### **Purchaser acknowledgements**

45. Subject to s.52A of the Conveyancing Act and Regulations thereto the Purchaser acknowledges and agrees that no objection requisition or claim for compensation shall be made by the Purchaser in respect of, nor shall the Purchaser be entitled to rescind this Contract or delay completion by reason of, any latent or patent defect or any of the following matter:
- (a) the presence on the property of any sewer, manhole, vent, mains, connections, wires, pipes, channels or distributors with respect to any water, sewerage, drainage, electricity, gas or telephone service.
  - (b) Any non-compliance with the Local Government Act 1993 by improvements on the property;
  - (c) Any roof or surface water drainage connected to the sewers;
  - (d) The presence of any environmental hazard or contamination on, within, from and to the property.
  - (e) The services referred to in Clause 10.1.2, the lack of rights or easements for the services or the lack of any services.

#### **Sewerage Service Diagram**

46. Annexed to the Contract is a copy of the sewerage service diagram currently available from Sydney Water in respect of the subject property. The Vendor discloses and the Purchaser acknowledges being aware of the said diagram. The Purchaser will not make any objection requisition or claim for compensation in respect of the accuracy or completeness of the said diagram.

#### **Stamp Duties**

47. The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. This right continues after completion.

#### **Release of the Deposit**

48. The purchaser gives the vendor permission to use the deposit or any part thereof as a deposit upon the purchase of the vendor of a property and/or to pay stamp duty on the contract for the purchase thereof.

If the vendor requires the deposit or any part of it for the purposes aforesaid the deposit-holder is hereby authorised by the parties to this contract to

release the deposit or any part of it to the vendor and upon receipt of a direction by the vendor or his solicitor requiring the release of the deposit, the deposit holder shall account for it to the vendor or as the case may direct and thereupon cease to be the deposit holder.

### **Deposit**

#### **49. Deposit less than 10%**

In the event that the Purchaser has whether by agreement or otherwise paid a deposit of less than 10% of the purchase price and in the event that the Vendor becomes entitled to forfeit the deposit in accordance with Clause 9 hereof the Vendor shall be entitled in addition to such forfeiture and in addition to any other rights on the part of the Vendor herein contained or otherwise to recover from the Purchaser as a liquidated debt an amount being the difference between the Deposit and 10% of the Purchase Price and the provisions of this Special Condition shall not merge upon completion hereof.

#### **49.1 Acceptance of part deposit under a cooling off period**

The Vendor will accept a deposit of 0.25% of the price on the date of this contract. The balance of the agreed deposit is payable before 5.00pm on the last day of the cooling off period of this contract. This is an essential provision of this contract.

### **Transfer**

50. Should the Purchaser fail to serve the form of transfer in accordance with clause 4.1 then the Purchaser shall pay a fee of \$110.00 to the Vendor's solicitor which amount is agreed to be liquidated damages Vendor incurred and otherwise arising from the failure of the Purchaser to comply with this clause.

### **Guarantors (Only applicable if Purchaser is a Company or Trust of a Company, then the Guarantor to sign)**

#### **51.**

The Vendor has entered into this Contract with the Purchaser at the request of ..... (the "*Guarantor*") and in consideration therefore and by signing this Contract the Guarantor hereby guarantees the performance of each and every condition herein contained to be performed by the Purchaser including but without limiting foregoing the payment of the Purchase Price and any other money payable pursuant to this Contract and Guarantor hereby agrees that in the event that the Purchaser fails to honour any of the Purchaser's obligations herein contained, the Guarantor will in place of the Purchaser be personally liable, both jointly and/or separately with the Purchaser for the performance of the Purchaser's obligations under this Contract any failure on the part of the Guarantor to do so shall render the Guarantor liable to the Vendor as if the Guarantor was the Purchaser named in this Contract.

---

---

Signature of Director

Signature of Director

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name of Guarantee

\_\_\_\_\_  
Address of Guarantor

\_\_\_\_\_  
Address of Guarantor

### **Cancelled or Re-scheduled Settlement**

52. If the Purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$110.00 (inclusive of GST) for each instance is payable by the Purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

### **Service of Documents**

53. Despite condition 20.6.5, a document is sufficiently served for the purpose of this Contract if the document is sent by fax to any party whose fax number appears in this Contract. If a document is served by fax, then service is taken to have taken place when transmission has been completed, unless:
- (a) Then sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case service is taken not to have taken place, or
  - (b) The time of dispatch:
    - (i) is a bank or public holiday or a Saturday or a Sunday in the place to which the document is sent, or
    - (ii) is at or after 5.00pm (local time in place to which the document is sent) on a day that is not a bank or public holiday or a Saturday or a Sunday,

In which case the document is taken to be received at 9:00am on the next day that is not a bank or public holiday or a Saturday or a Sunday.

### **Caveat**

54. Prior to completion, the Purchaser shall not lodge or cause to be lodged a caveat on the title to the Land or Property.

The Purchaser shall not be entitled to make any objection or requisitions, delay completion, rescind or terminate or claim for compensation in relation to the above.



### **Attachment of Documents**

- 55.1 The Purchaser acknowledges that if before the Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or of the Vendor's Solicitor or on behalf of the Purchaser or the Purchaser's Solicitor, the person attaching those documents or copies did so as the agent of the Vendor.
- 55.2 Without excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2005, the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

### **Swimming Pool**

56. If there is a swimming pool situated on the property and the fencing around the pool (if any) does not comply with the requirement of the Local Council or any other competent authority, no objection requisition or claim for compensation may be made by the Purchaser in respect of such non-compliance or because of the failure or refusal of the Local Council to issue a building certificate or any other approval on account of such non-compliance.

### **FIRB Approval to Sell to Foreign Interests. (Delete whichever Special Condition Is Inapplicable)**

57.

- (a) The Purchaser warrants that if the Purchaser is a natural person that is ordinarily resident in Australia and whether the Purchaser is a natural person or corporation that the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) DOES NOT apply to the Purchaser or to this purchase as that legislation currently applies or might apply, in accordance with the announcement of the Treasurer on 29 September 1985. In the event that the said Act applies to the Purchaser and to this transaction in breach of the warranty contained in this clause, the Purchaser agrees to indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.
- (b) The Purchaser warrants that the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) DOES apply to the Purchaser or this purchase. The Purchaser shall do all things as may be required under the said Act to satisfy any requirements pursuant to that Act or any other requirement of the Foreign Investment Review Board and shall keep the Vendor advised in relation to all such matters. Failure by the Purchaser to comply with this requirement shall constitute an essential breach of the Contract.

### **Governing Law**

58. This Contract is governed by and must be construed according to the laws of New South Wales.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
-----FOLIO: 13/SP23007  
-----

SEARCH DATE	TIME	EDITION NO	DATE
24/5/2016	11:27 AM	7	8/2/2011

LAND  
-----LOT 13 IN STRATA PLAN 23007  
AT CRONULLA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIREFIRST SCHEDULE  
-----

MITCHELL RONALD EDWIN BROWN (T AG17651)

SECOND SCHEDULE (2 NOTIFICATIONS)  
-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP23007
- 2 AG17652 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 24/5/2016

\* 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.

© State of New South Wales through Land and Property Information (2016)

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 AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
-----FOLIO: CP/SP23007  
-----

SEARCH DATE	TIME	EDITION NO	DATE
24/5/2016	11:27 AM	3	29/2/2012

LAND  
-----THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 23007  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAMAT CRONULLA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP23007FIRST SCHEDULE  
-----THE OWNERS - STRATA PLAN NO. 23007  
ADDRESS FOR SERVICE OF NOTICES:  
28 TULLIMBAR ROAD  
CRONULLA 2230SECOND SCHEDULE (8 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA  
SCHEMES MANAGEMENT ACT 1996
- 3 A43927 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO  
MINE
- 4 B143558 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 5 B656905 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 6 AD14640 CHANGE OF BY-LAWS
- 7 AF44704 CHANGE OF BY-LAWS
- 8 AG843227 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)  
-----

## STRATA PLAN 23007

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 49	2	- 49	3	- 45	4	- 45
5	- 49	6	- 45	7	- 45	8	- 60
9	- 49	10	- 45	11	- 45	12	- 60
13	- 45	14	- 45	15	- 45	16	- 45
17	- 45	18	- 45	19	- 49	20	- 50
21	- 45						

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 24/5/2016

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

---

FOLIO: CP/SP23007

PAGE 2

NOTATIONS

---

UNREGISTERED DEALINGS: CB AK438087.

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

PRINTED ON 24/5/2016

\* 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.

© State of New South Wales through Land and Property Information (2016)

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.

COUNCIL'S CERTIFICATE

The Council of the Municipality of SUTHERLAND having satisfied itself that the requirements of the Strata Title Act, 1972 have been complied with, hereby certifies that the proposed subdivision is in accordance with the provisions of the Act.

Registered Plan No. 12-7-1985  
Date 28-6-85  
Sutheplan No. S-TA 18/85

Complete or delete if inapplicable.  
Dep. Council Clerk

SURVEYOR'S CERTIFICATE

I, GARRY REGINALD FULLER, of 394 HOOLLOMARE RD CRONULLA, being duly sworn, depose and say that the foregoing is a true and correct copy of the survey as shown to me by the registered proprietor of the land.

(1) any wall, the inner surface of any part of which corresponds to the boundary of a proposed lot, shall be shown in the plan as a boundary of a proposed lot, with the words "inner wall" written thereon.

(2) any floor or ceiling, the upper or lower surface of any part of which forms a boundary of a proposed lot, shall be shown in the plan as a boundary of a proposed lot, with the words "upper floor" or "lower ceiling" written thereon.

(3) any wall, floor, ceiling or structural cubic work, by reference to which any boundary of a proposed lot is defined, shall be shown in the plan as a boundary of a proposed lot, with the words "structural cubic work" written thereon.

(4) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(5) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(6) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(7) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(8) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(9) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(10) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(11) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(12) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(13) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(14) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(15) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(16) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(17) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(18) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(19) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(20) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(21) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(22) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(23) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(24) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(25) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(26) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(27) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(28) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

(29) any building containing proposed lots situated on the land shown on the accompanying location plan, and each proposed lot shown on the accompanying location plan, shall be shown in the plan as a boundary of a proposed lot, with the words "proposed lot" written thereon.

PLAN OF SUBDIVISION OF LOT 114 DP 8564 & LOTS A, B & C DP 354897

Area/Shire : SUTHERLAND Locality : CRONULLA

City : SUTHERLAND

Parish : SUTHERLAND County : CUMBERLAND

Reduction Ratio 1: 300 Lengths are in metres

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

\*Address required on original strata plan only.

THE PROPRIETORS - STRATA PLAN NO 23007

114 TULLIMBAR RD, CRONULLA 2230

Registered : 12-7-1985

C.A. N° SIA. 12/87 OF 28-6-1987

Purpose : STRATA PLAN

Ref. Map : U0930 - 82, # 84, #

Last Plans : DP 8564 DP 354897

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

STRATA PLAN 23007

Registered : 12-7-1985

C.A. N° SIA. 12/87 OF 28-6-1987

Purpose : STRATA PLAN

Ref. Map : U0930 - 82, # 84, #

Last Plans : DP 8564 DP 354897

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

2

1

0

3

1

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

1

0

3

1

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

2

0

## STRATA PLAN 23007

\*OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENT	UNIT ENTITLEMENT
LOT N <sup>o</sup>	
1	49
2	49
3	45
4	45
5	49
6	45
7	45
8	60
9	49
10	45
11	45
12	60
13	45
14	45
15	45
16	45
17	45
18	45
19	49
20	50
21	45
AGGREGATE	1000

M.M.

(18 m<sup>2</sup>) P<sup>2</sup>21(18 m<sup>2</sup>) P<sup>2</sup>20(18 m<sup>2</sup>) P<sup>2</sup>19(18 m<sup>2</sup>) P<sup>2</sup>18P<sup>2</sup>7 (17 m<sup>2</sup>)P<sup>2</sup>6 (17 m<sup>2</sup>) P<sup>2</sup>1P<sup>2</sup>5 (17 m<sup>2</sup>) P<sup>2</sup>2P<sup>2</sup>4 (17 m<sup>2</sup>) P<sup>2</sup>3(17 m<sup>2</sup>) P<sup>2</sup>17(17 m<sup>2</sup>) P<sup>2</sup>16(17 m<sup>2</sup>) P<sup>2</sup>15(21 m<sup>2</sup>) P<sup>2</sup>14P<sup>2</sup>8(34 m<sup>2</sup>)P<sup>2</sup>13 (17 m<sup>2</sup>)P<sup>2</sup>12 (17 m<sup>2</sup>)P<sup>2</sup>11 (17 m<sup>2</sup>)P<sup>2</sup>10 (17 m<sup>2</sup>)P<sup>2</sup>9 (17 m<sup>2</sup>)

COMMON PROPERTY

(113 m<sup>2</sup>)P<sup>2</sup>1TOTAL 130 m<sup>2</sup>

COR. WALL TO COR. WALL 2:22

COMMON PROPERTY

(101 m<sup>2</sup>)TOTAL 118 m<sup>2</sup> P<sup>2</sup>2

G.C.

COMMON PROPERTY

(113 m<sup>2</sup>)P<sup>2</sup>9TOTAL 130 m<sup>2</sup>

3.26 0.56

## LEVEL ONE

AREAS ARE APPROXIMATE AND INCLUDE GARDEN COURTS DENOTED G.C.

GARDEN COURTS ARE LIMITED TO A HEIGHT OF 2.5 ABOVE UPPER SURFACE OF PAVED FLOOR LEVEL EXCEPT WHERE COVERED.

GARAGES ARE BOUNDED BY BRICK WALLS.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

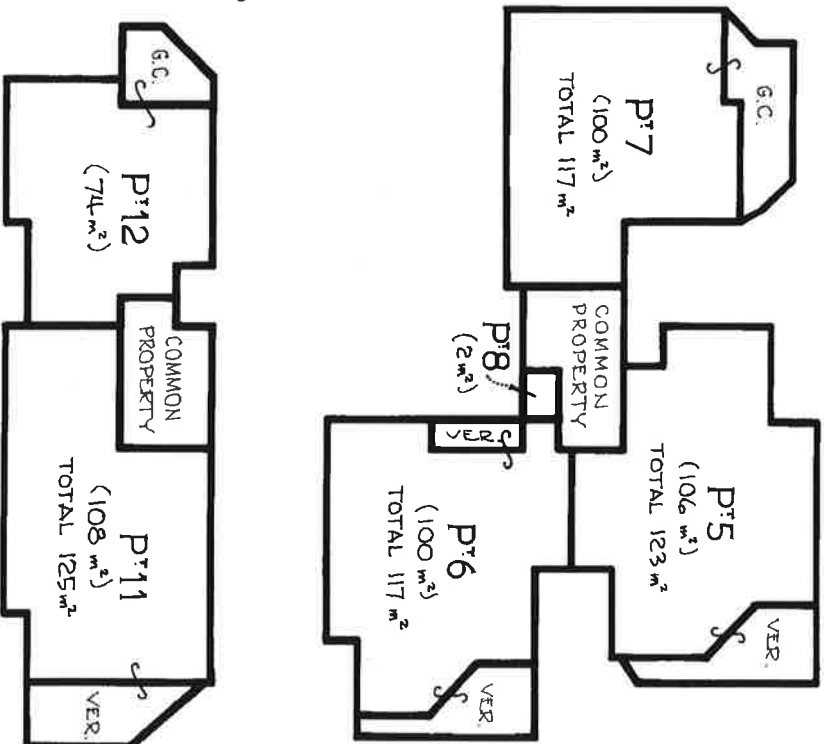
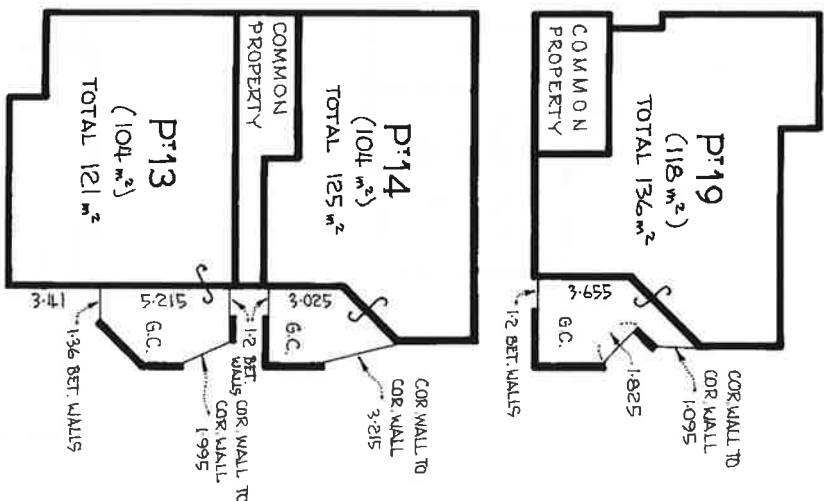
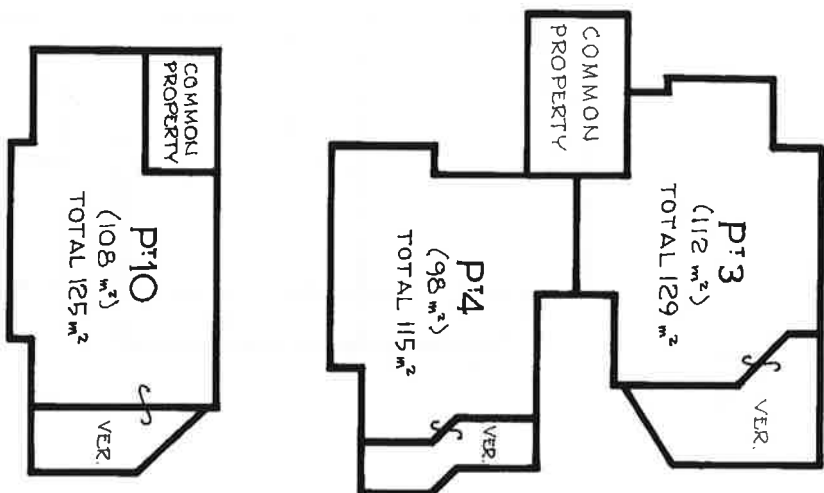
S.T.R 12/85 Council Clerk

SURVEYOR'S REFERENCE: 194.19-1



STRATA PLAN 23007

\*OFFICE USE ONLY



LEVEL TWO

LEVEL THREE

AREAS ARE APPROXIMATE AND INCLUDE GARDEN COURTS DESIGNATED G.C. AND VERANDAH.

VERANDAHS ARE LIMITED TO A HEIGHT OF 2.5 ABOVE UPPER SURFACE OF VERANDAH FLOOR LEVEL EXCEPT WHERE COVERED.

GARDEN COURTS ARE LIMITED TO A HEIGHT OF 2.5 ABOVE UPPER SURFACE OF PAVED FLOOR LEVEL EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

S.T.A 12/85

McConnell/Dick

SURVEYOR'S REFERENCE: 194-19-1

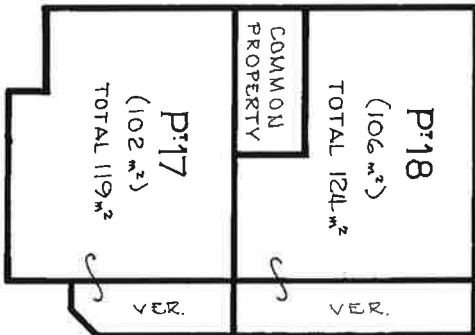
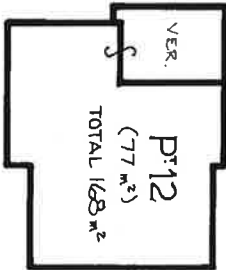
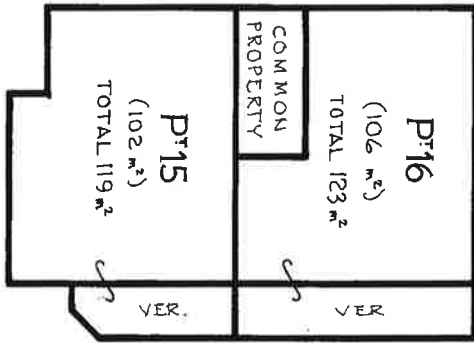
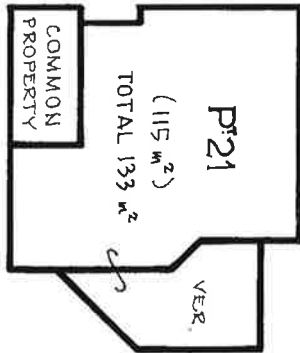
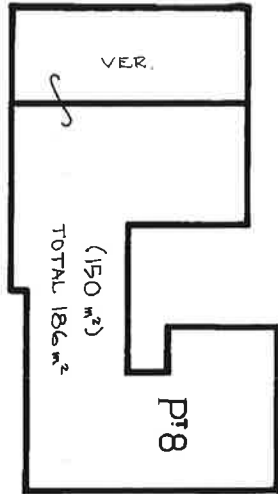
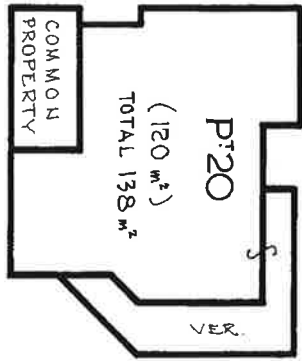
23007 STRATA PLAN



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 23007

\*OFFICE USE ONLY



LEVEL FOUR

LEVEL FIVE

AREAS ARE APPROXIMATE AND INCLUDE VERANDAS.  
VERANDAS ARE LIMITED TO A HEIGHT OF 2.5 ABOVE  
UPPER SURFACE OF VERANDAH FLOOR LEVEL EXCEPT  
WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

*Ben Stua*  
Registered Surveyor

S.T.R 12/85

*dep*  
County Clerk

SURVEYORS REFERENCE: 19419-1

14. H25005.9.2

NEW SOUTH WALES.

DEPARTMENT  
9.8.13A



A  
043927 V

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900.

R 19 AUG 1913 4 P.M. A 43927

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company)

being registered as the proprietors for a term of 56 years from the 1st day of July 1899 under the memo of Lease Registered Number 50990 as extended by the Holt Sutherland Act 1900, in the land hereinafter described subject however to such encumbrances liens and interest as are notified by memo underwritten or endorsed hereon in consideration of the sum of £7500.0.0 paid by Arthur Rickard & Co Limited of Sydney to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section seven of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed signed by the Manager thereof Doth hereby in exercise and in pursuance of the power and direction in section seven of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Arthur Rickard & Co Limited All the estate and interest of the Registered Proprietor in fee simple in the surface of All that parcel of land containing 54 acres Or 14 3/4 p. situate in the Parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title dated 2<sup>nd</sup> May Nineteen hundred and seven Registered Volume 1776 Folio 25 and in the said Lease No. 50990 and being the surface of the whole of the land comprised in sublease No. A 22502 (dated the 24<sup>th</sup> day of April 1913) from the Holt Sutherland Estate Company Limited to the said Arthur Rickard & Co Limited And doth also transfer to the said Arthur Rickard & Co Limited all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said subleases No. A 22502 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said will of the said Thomas Holt deceased ~~are~~ hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto

for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground work whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said lease No. 50990 and which are now known or shall be discovered hereafter as lying under the service of the said land hereby appointed. Together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of the houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said *Arthur Richard & Co Limited* ~~John Fraser~~ may become the Registered Proprietor in fee simple of the surface land comprised in the said sublease No *A22502* to the extent only directed and intended by the said Holt Sutherland Estate Act 1900. Provide always that the Company and its assigns shall hold the residue of the lands comprised in the said lease No. 50990 subject to all the provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Act 1900 and to the provisions of the same Act. And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for nonpayment of rent and other powers and reservations in the said lease contained in all respects as if this transfer had not been made. In Witness whereof the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the *twenty first* day of *July* in the year 1913.

The Common Seal of the Holt Sutherland  
Estate Company Limited was affixed here-  
to by the Directors present at a meeting  
of the Board of Directors of that Company  
held this *twenty first* day of *July*  
1913 and such Directors thereupon  
signed this transfer in the presence of

*W. J. McKelvey*  
Secretary

*W. J. McKelvey*  
*Director*

Accepted and I hereby certify  
this transfer to be correct for  
the purposes of the R. P. Act.

*10/12* Signed in my presence by the said Arthur  
Richard & Co. Limited who is personally  
known to me

*W. J. McKelvey*  
*Director*

ARTHUR RICHARD & CO. LTD.

*Arthur Richard*  
Transferor. DIRECTOR.

# PERPETUAL TRUSTEE COMPANY, LTD.

2, 4 & 6 SPRING STREET, SYDNEY.

No. Q 12328

8<sup>th</sup> August 1913

Received from Arthur Richard & Co. Ltd.  
the sum of Seven thousand five hundred  
pounds

being the purchase money for the fee simple of  
that piece of land situate in the Parish  
of Sutherland County of Cumberland being the  
whole of the land comprised in sublease  
No. A22562 dated 24<sup>th</sup> April 1913 from the Holt Sutherland  
Estate Co. Ltd. to the said Arthur Richard & Co. Ltd. and  
part of the land comprised in the portion of lease  
registered No. 50990

£7,500

*W. J. McKelvey* Manager.  
*W. J. McKelvey* Accountant.

Transfers of



54 ac. 14  $\frac{3}{4}$  per. Lot 26 - S.P. 5166  
near Cronulla Shore of Sutherland  
Sh of Sutherland -  
Reserving mines & minerals &c

The Holt Sutherland Estate Company Limited

## Transferror

Arthur Hickard & Co Limited

Transferee

Dark clouds entered in equinox book Vol 1776  
 Fol. 25 the 19<sup>th</sup> and on Dec 20 1790  
 the 19<sup>th</sup> August 1913 at 4 o'clock in the  
 afternoon.

*Not Reliance*



20 AUG. 1913

	DATE.	INITIALS.
SENT TO SUPPLY ROOM		
REMOVED FROM RECORDS		
DA Cert. prepd.	<i>Young</i>	<i>8-7-13</i>
Cert. Examined	<i>[Signature]</i>	
TO RECORDS (REQUESTED)		
TO RECORDS (REQUESTED)		
FORM ADDED	AUG 20 1913	<i>[Signature]</i>
DATE LIT	18-8-73	<i>M</i>
COMPLIE	22-8-73	<i>[Signature]</i>
EXAMINIS	<i>[Signature]</i>	<i>25/8/13</i>
ART	<i>[Signature]</i>	<i>SEP 1 1913</i>
STANDARD CENTRAL		
2364	241	

20 AUG. 1973

20 AUG. 1948



Ref: /Src: U...  
Indorsement...  
Certificate...  
**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)



**B143558T**

**I, ARTHUR RICKARD & CO. LIMITED**

ists must not be disclosed  
be transfer)

less estate, strike out "in  
simple," and interline the  
altered alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified hereunder in  
consideration of **EIGHTY SEVEN POUNDS TEN SHILLINGS**

(£87/10/-) (the receipt whereof is hereby acknowledged) paid to it by

**JOHN FRIEL LAXTON** of Lewisham, Master Builder,

**B 143558**

**B 143558**

(herein called transferee)

to two or more, state  
ther as joint tenants or  
ants in common.

do hereby transfer to the said transferee  
ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

All the references cannot  
conveniently inserted, a  
n of annexure (obtainable  
L.T.O.) may be added.  
y annexure must be signed  
the parties and their sig-  
ures witnessed.

(a)	County.	Parish.	State if Whole or Part.	Vol.	Sub Vol.
✓	Cumberland	Sutherland	and being Lot one hundred and fourteen (114) of Beach Park Estate as shown on Deposited Plan No. 8564.	2394	241

ing the land shown  
plan annexed hereto, or  
ing the residue of the  
d in certificate (or grant)  
ntered Vol. Fol.  
ere the consent of the  
al council is required to  
ubdivision the certificate  
d plan mentioned in  
L. G. Act, 1919, should  
company the transfer.

And the transferee covenants with the transferor  
AND the Transferee hereby for himself his executors, administrators and assigns and  
as to bind, not only himself his executors, administrators and assigns but also the said  
piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants  
thereof COVENANTS with the said Company and its assigns that the Transferee his  
executors, administrators or assigns shall not erect or permit to be erected on the said land any main  
building of less value than **FOUR HUNDRED POUNDS**

ike out if unnecessary.  
venants should comply  
h section 89 of the  
veyancing Act, 1919.  
re also should be set forth  
y right-of-way or easement  
exception.  
y provision in addition to  
modification of the  
venants implied by the  
t may also be inserted.

AND that on the erection of any such building, the said land shall be fenced, AND that no advertisement  
boarding shall be erected on the said land.  
AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND  
DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 8564 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

**ENCUMBRANCES, &c., REFERRED TO.**

very short note will suffice.

*Subject to the reservations & conditions noted on the said certificate of title.*

executed within the State  
is instrument should be  
ned or acknowledged before  
e Registrar-General or  
puty Registrar-General or  
Notary Public, a J.P., or  
ommissioner for Affidavits,  
whom the Transferor is  
own, otherwise the attest-  
g witness must appear  
ore one of the above func-  
ionaries to make a declara-  
on in the annexed form.  
to instruments executed  
ewhere, see page 2.

Signed at Spain the first day of September 1924  
THE COMMON SEAL OF ARTHUR RICKARD & CO. LIMITED was hereto affixed  
Signed in my presence by the transferor  
by JAMES BENNETT RICKARD this  
first day of September 1924  
in the presence of:  
Geo. J. House  
Signed

Repeat attestation if  
necessary.

the Transferor or Trans-  
feree signs by a mark, the  
testation must state "that  
is instrument was read over  
id explained to him, and  
at he appeared fully to  
nderstand the same."

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

W. H. H. H.

Clark to  
Campbell & Rowe,

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

J. F. Laxton  
Transferee.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation of page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.  
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

84 Pitt Street, Sydney

CONSENT OF MORTGAGEE

I, Mary Ann Frances Gill Mortgagee under Mortgage No. 4310971  
release and discharge the land comprised in the within Transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at Sydney this 10th day of October 1924

Signed in my presence by Mary Ann Frances Gill who is personally known to me.

Mortgagee.

The Commonwealth Bank of Australia the Mortgagee under Memorandum of Mortgage No. 4310971 doth hereby discharge the said Mortgage so far only as regards the lands comprised in the within Transfer but reserving and without prejudice to the rights and remedies of the Bank under the said Mortgage or any other security as against the lands (other than those hereby discharged) comprised therein and as against the principals sureties and third persons.

DATED AT SYDNEY this

10th day of Oct 1924

SIGNED BY EDWARD WILLIAM HULLE, THE DULY CONSTITUTED ATTORNEY OF THE COMMONWEALTH BANK OF AUSTRALIA, WHO IS PERSONALLY KNOWN TO ME.

COMMONWEALTH BANK OF AUSTRALIA.  
BY ITS ATTORNEY.

E. W. Hulle

be made before Registrar, Deputy Registrar-General, a Magistrate, J.P., or Commissioner for Affidavits. If required if the instrument itself be filed or acknowledged are one of these ties.

MEMORANDUM OF TRANSFER of

Acres — roads 25 1/4 perches.

Lot 114 DP 8564

at Cronulla

Shire

Sutherland

Municipality

Parish Sutherland County

subject to covenant

John Friel Laseton

Transferee.

DOCUMENTS LODGED HERewith.

To be filled in by person lodging dealing.

Nature. No. Reg'd Propr., M't'gor, etc.

Declaration of Hon. Registrar of P.A.

Particulars entered in Register Book, Vol. 2394 Fol. 241

the 13th day of November 1924  
at 2 o'clock in the afternoon.  
**INDEXED**  
13 NOV 1924  
BY [Signature]  
CHECKED BY [Signature]  
Registrar General

B 143558

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch ...	<u>[Signature]</u>	<u>24/10/24</u>
Received from Records	<u>[Signature]</u>	<u>4/11/24</u>
Draft written ...	<u>[Signature]</u>	<u>11/11/24</u>
Draft examined ...	<u>[Signature]</u>	<u>11/11/24</u>
Diagram prepared	<u>[Signature]</u>	<u>11/11/24</u>
Diagram examined	<u>[Signature]</u>	<u>11/11/24</u>
Draft forwarded	<u>[Signature]</u>	<u>11/11/24</u>
Supt. of Engrossers	<u>[Signature]</u>	<u>11/11/24</u>
Cancellation Clerk	<u>[Signature]</u>	<u>11/11/24</u>
Vol. <u>3663</u>	Fol. <u>245</u>	
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

CHECK SLIP



DECLARATION OF NON-REVOCATION OF POWER OF ATTORNEY **B 143558**

EDWARD WILLIAM HULLE of SYDNEY in the State of New South  
Wales, Bank Manager, do solemnly and sincerely declare that

1. I am the Attorney named in Power of Attorney dated  
the twelfth day of July One thousand nine hundred and  
twenty given by the Commonwealth Bank of Australia and  
approved by the Treasurer of the Commonwealth of Australia  
on the fifteenth day of July One thousand nine hundred  
and twenty and registered number 12185 by virtue of which

I have

*signed Partial Discharge  
of R.P. Act. Mortgage No  
of 311472 over Part being  
Lot 114. D.P. 8584. B12.  
Vol. 2394 Fol. 241.*

2. I have not received any notice or information of the  
revocation of the said Power of Attorney and it is  
still in full force and effect.

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

DECLARED before me at

Sydney this

day of *10<sup>th</sup>* *October 1920*

*Wm. J. Ammit*  
*J.P.*

*E.W. Hulle*



**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)



**B656905N**

**R194280**

**B656905**

*3062*  
*37/5/20*

Trusts must not be disclosed in transfer)

**F, ARTHUR RICKARD & CO. LIMITED**

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

*ST 10/10/20*  
*Ch 1/2*

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

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate is transferred. If part only add "and being lot 1, sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the R.P. Act, 1919, should accompany the transfer. Strike out unnecessary covenants should comply with Section 89 of the Conveyancing Act, 1919. There also should be set forth any rights, easements or exceptions. In addition to the modification of the covenants implied by the Act may also be inserted. Any short note will suffice.

**CERTIFICATE**

If executed within the State his instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or Notary Public, a J.P., or Commissioner for Affidavits, or whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

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

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of **THREE HUNDRED AND FIFTY EIGHT POUNDS SEVENTEEN SHILLINGS AND SIXPENCE** (the receipt whereof is hereby acknowledged) paid to it by

**ARTHUR WILLIAM WATT** of Belmore Commission Agent

do hereby transfer to the said transferee  
ALL such ~~its~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Sutherland	PART. AND BEING Lot 113 on Deposited Plan No. 8564 and the Land colored red and the Land colored Blue on the Plan hereunto annexed and marked "A"	2394	241

And the transferee covenants with the transferor  
AND the Transferee hereby for himself his executors, administrators and assigns and so as to bind, not only himself his executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company its successors and assigns that the Transferee his executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than Four Hundred Pounds (£400) such building to be of material approved of by the said company

AND that on the erection of any such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.  
AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 8564 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified with the consent of the said

**ENCUMBRANCES &c. REFERRED TO:**  
Company or its legal representatives  
**ENCUMBRANCES &c REFERRED TO.**

**RESERVATIONS of all minerals &c.**

Signed at  
the COLON SEAL OF ARTHUR RICKARD & CO. LIMITED was hereto affixed by THEOPHILUS CORBETT the Manager who is PERSONALLY KNOWN TO ME this Eighteenth day of April 1928 in the presence of:

Signed

*Septimus G. Rowe*

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*Septimus G. Rowe*  
Clark to

**Septimus G. Rowe & Co.**

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

*Arthur William Watt*  
Transferee.

\* If signed by virtue of any power of attorney, the original power must be submitted, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by crasure. The words rejected should be scored through with the pen.

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No. 656905  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this 192 } Mortgagee.  
day of }  
Signed in my presence by }  
who is personally known to me. }

The Commonwealth Bank of Australia the Mortgagee under Memorandum of Mortgage No. 1311472 doth hereby discharge the said Mortgage so far only as regards the lands comprised in the within Transfer, but reserving and without prejudice to the rights and remedies of the Bank under the said Mortgage or any other security as against the lands (other than those hereby discharged) comprised therein and as against all principals sureties and third persons.

DATED at Sydney this 19th day of April 1928

SIGNED BY EDWARD WILLIAM HULLE, the duly constituted Attorney of the Commonwealth Bank of Australia, who is personally known to me.

Commonwealth Bank of Australia  
by its Attorney.

I, EDWARD WILLIAM HULLE, state that I have no notice of the revocation of the Power of Attorney (Mis. Reg. No. 8070, R.P. Act Reg. No. 15433) in Exercise of which I have executed the within Instrument. Signed at Sydney this 19th day of April 1928.

WITNESS:

1 This form is not appropriate in cases delegation under the Trustees Delegation Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

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

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

Power he has

and nine  
ment,  
person  
is such  
g, and

16 MAY 1928

1-112 roads 33 1/4 perches.

111 112 & 113 68.8564

at Cornilla

Shire

Sutherland

Municipality

Sutherland

County

Cumberland

(Subject to Covenants)

Arthur William Watt

Transferee.

Particulars entered in Register Book, Vol. 2394 Fol. 241

the 16th day of May 1928  
at minutes 11 o'clock in the noon

W. H. Kingston

Acting Registrar-General

DOCUMENTS LODGED HEREWITH.  
To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

B 656905

PROGRESS RECORD

Sent to Survey Branch	1/5
Received from Records	
Draft written	
Draft examined	
Diagram prepared	
Diagram examined	
Draft forwarded	
Supt. of Engrossers	
Cancellation Clerk	
Vol. <u>2394</u>	Fol. <u>154</u>
Diagram Fees	
Additional Folios	

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

B656905

Municipality/Shire of SUTHERLAND

## CERTIFICATE OF NEW ROAD OR SUBDIVISION.

LOCAL GOVERNMENT ACT, 1919, SEC. 327. ORDINANCE No. 32. FORM 1.

Certificate No. 5/28  
Plan No. 5/28  
Red. No. 548. 5/-

COUNCIL CHAMBERS,

Sutherland

18th January 1928 192

### APPLICANT.

(Name) Mr. C.R. Glanville  
Licensed Surveyor  
(Surname, First) 84 Pitt Street,  
(Address) SYDNEY.

### OWNER.

(Name) Mr. A.W. Watt.  
"Bonnie Brae"  
(Address) Burwood Road,  
BELMORE.

NEW ROAD (Particulars) nil

SUBDIVISION (Particulars) Lots 111 & 112 Beach Park Estate.

### CERTIFICATE.

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) have been complied with by the above named applicant in relation to the proposed subdivision above described, and more particularly set out on the accompanying plan bearing the Council's Seal and marked "Covered by Council Clerk's Certificate No. 5/28 of 18th January 1928"  
(Insert New Road or Sub-division).

J. Macfarlane  
Town/Shire Clerk.

Ref: /Src:U

Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

**CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

**AG843227Q****PRIVACY NOTE:** this information is legally required and will become part of the public record**(A) TORRENS TITLE**

For the common property

CP/SP 23007

**(B) LODGED BY**Delivery  
Box

Name, Address or DX and Telephone

1237237

CODE

**1011N**

RD & SJ WILLIAMSON LEGAL & STRATA SEARCHERS  
GPO BOX 2747 SYDNEY 1043- DX 439 SYDNEY  
Tel:9544 1520 Fax 9523 3732

Reference (optional): MR

**CB****(C) The Owners-Strata Plan No 23007**

certify that pursuant to a resolution passed on 24 January 2012

and in accordance with the provisions of

**(D) section 47**

Strata Schemes Management Act 1996

the by-laws are changed as follows—

**(E) Repealed by-law No**

Added by-law No Special By Law 3

Amended by-law No

as fully set out below.

**Special By-Law 3 - Service of Documents on Owner of Lot by Owners Corporation**

A document may be served on the owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

A notice or document served on an owner by e-mail in accordance with this By-Law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

**(F) The common seal of the Owners-Strata Plan No 23007**

was affixed on 01 February 2012 in the presence of—

Signature(s):



Name(s): Christopher John Parker - Director

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

**(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that

has approved the change of by-laws set out

herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 1

LAND AND PROPERTY INFORMATION NSW

Ref: /Src:U

Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

# CHANGE OF BY-LAW

New South Wales  
Strata Schemes Management Act 1  
Real Property Act 1900



AD14640G

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property

~~SP 23007~~

CP/SP23007

(B) LODGED BY

Delivery  
Box

Name, Address or DX and Telephone

123723T

R. D. & S. J. WILLIAMSON  
LEGAL & STRATA SEARCHERS  
G.P.O. BOX 2747 SYDNEY 1043  
DX 439 SYDNEY  
Tel: 9544 1520 Fax: 9523 3732

CODE

CB

1011N

Reference (optional): MR

(C) The Owners-Strata Plan No 23007 certify that pursuant to a resolution passed on 22 January 2007  
and in accordance with the provisions of

(D) section 52 Strata Schemes Management Act 1996  
the by-laws are changed as follows—

(E) Repealed by-law No  
Added by-law No Special By Law 1  
Amended by-law No  
as fully set out below.  
as per the attached Annexure "B"

(F) The common seal of the Owners-Strata Plan No 23007  
was affixed on 14 February 2007 in the presence of—

Signature(s):

Name(s): Lucio Leiker - STRATA MANAGER

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



(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that

has approved the change of by-laws set out

herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 2

LAND AND PROPERTY INFORMATION NSW

CT SIGHTED 15/6/14  
CANC 6/1/14 23

**ANNEXURE 'B'**

**Special By-Law 1 – Cable or Satellite TV**

- (a) In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 and its By-Laws, the Owners Corporation has the following additional powers and functions:-
- (i) the power to acquire and install or arrange or authorise the installation of appliances or other form of system ("System") to facilitate the reception of cable and satellite television, media and telecommunications services by the lots and the common property including, with limitation, the power to acquire and install or arrange or authorise any television, microwave, satellite or other media aerials, antennas or dishes and associated wiring, cabling and equipment on and through the common property; and
  - (ii) the power and duty to repair, maintain, renew and replace any such System as may be necessary from time to time but on such terms as may be agreed with the Owners Corporation.
- (b) The Owner of a lot will be responsible, at its cost:-
- (i) to connect its lot to the Service from the point on common property nominated by the Owners Corporation but only with the prior consent of the Owners Corporation as to the location and nature of that connection;
  - (ii) for the maintenance, repair, renewal or replacement (as the case may be) of any part of the System which is for the exclusive use and enjoyment of that lot (or equally pro rata amongst those owners benefiting by the System where it or the relevant part of it is shared by some but not all lots), whether the relevant part of the System is located within the boundaries of that owner's lot or on the common property;
  - (iii) to ensure that the provisions of paragraph (c) are complied with so far as any part of the System is the responsibility of that owner under this By-Law; and
  - (iv) to make good any damage caused to the common property during the installation, repair, replacement and/removal of the system.
- (c) Any cabling or wiring relating to a System and installed by or at the request of any owner or occupier of a lot must be installed in concealed ductwork or conduit which is not visible on the surface of the common property, unless the prior written consent of the Owners Corporation has been obtained.
- (d) In the event that the Owners Corporation arranges for the repair, maintenance renewal or replacement of any part of the System which is the responsibility of an owner or some owners under this By-Law, the cost of doing so will be recoverable by the Owners Corporation from that owner as a debt under S63(5) of the Strata Schemes Management Act 1996.



Ref: /Src:U

Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

**CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 199  
Real Property Act 1900

**AF44704M****PRIVACY NOTE:** this information is legally required and will become part of the public record**(A) TORRENS TITLE**

For the common property  
CP/SP23007

**(B) LODGED BY**Delivery  
Box

Name, Address or DX and Telephone

**1011N****123723T**Reference (optional): **MR**

**R. D. & S. J. WILLIAMSON**  
**LEGAL & STRATA SEARCHERS**  
G.P.O. BOX 2747 SYDNEY 1043  
DX 439 SYDNEY  
Tel: 9544 1520 Fax: 9523 3732

CODE

**CB****(C) The Owners-Strata Plan No 23007**

certify that pursuant to a resolution passed on 23 September 2009

and in accordance with the provisions of

**(D) section 52**

Strata Schemes Management Act 1996

the by-laws are changed as follows—

**(E) Repealed by-law No**

Added by-law No Special By Law 2

Amended by-law No

as fully set out below.

As per Annexure 'A'

**(F) The common seal of the Owners-Strata Plan No 23007**

was affixed on 23 September 2009 in the presence of—

Signature(s):

Name(s): Christopher John Parker - *Strata Manager*

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

**(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that

has approved the change of by-laws set out

herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 5

LAND AND PROPERTY INFORMATION NSW



Annexure 'A'

**Special By-law No. 1 – Insulation Installation**

**1. Definitions**

**1.1 In this by-law:**

**"Lots"** means lots 1- 21 in strata plan no. 23007

**"Owner"** means any one of the owners.

**"Owners"** means the owners of the lots for the time being.

**"Ceiling Insulation"** means material designed for thermal insulation above the ceiling of residential premises which meets the insulation product standard – AS/NZ 4859.1:2000 amendment (Amendment 1, Dec 2006) "Materials for the Thermal Insulation of Buildings" (as per codemark, conformance mark, label from packaging).

**"Installer"** means the owner or employee of a registered business operating in the installation of thermal insulation.

**"Installation Standard"** means the Australian Insulation installation standard, AS 3999-1992 "Thermal insulation of dwellings – bulk installations – installation requirements" but substituting clause 4.2 (e) and figure 4.5 of that document, with clause 4.5.2.3 and figure 4.7 of the AS/NZS 3000:2007 wiring rules as minimum clearance distances from recessed luminaries, including down lights.

**"Works"** means the installation of ceiling insulation in accordance with this by law.

**1.2 In this by-law unless the context otherwise requires, a word which denotes:**

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes the other gender;
- (c) Any terms in this by-law have the same meaning as that which may be defined for that term in the *Strata Schemes Management Act 1996*; and
- (d) Reference to the legislation includes reference to amending and replacement legislation.

**1.3 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.**

Annexure 'A'

**2. Special Privileges and Exclusive Use Rights**

- (a) Each owner will have a special privilege in respect of the common property directly above the ceiling and internal walls of the lot owned by that owner for the purpose of installing ceiling insulation; and
- (b) Exclusive use and enjoyment of the common property that is occupied by the ceiling insulation, upon and subject to the conditions set out in this by law.

**3. The Conditions**

**3.1 Before the ceiling installation**

- (a) Before commencing the ceiling installation works the owner must give the owners corporation copies of certificates which demonstrate the principal contractor who will carry out the installation works holds a current policy of public liability insurance which covers the interests of the owners corporation and workers compensation insurance together with a safe work methods statement for the insulation installation prepared by that contractor.
- (b) The works will be conducted entirely at the expense of the owner entitled to conduct the work.

**3.2 During the ceiling installation**

**Quality of Works**

- (a) The works must be carried out in a proper and workmanlike manner and in accordance with the installation standard utilising only first quality ceiling insulation materials which are good and suitable for the purpose for which they are used.

**Noise and Disturbance**

- (b) The owner must ensure that minimum disturbance is caused to the common property during the conduct of the works and that the works does not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**Protection of Building**

- (c) The owner must protect the common property that is affected by the works from damage and debris and ensure that any such common property, especially floors, walls and ceilings leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.

Annexure 'A'

Daily Cleaning

- (d) The owner must clean any part of the common property affected by the works and keep all of that common property clean, neat and tidy while the works are being conducted.

Time for the works

- (e) The owner must ensure that the works are carried out only between the hours of 8.00am to 5.00pm on Monday to Friday.

Complies to all Laws

- (f) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

**3.3 After the installation**

Maintenance of the ceiling insulation

- (a) The owner must, at the owner's expense, properly maintain the ceiling insulation and keep it in a state of good and serviceable repair.

Restoration of common property

- (b) Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible as the state they were in immediately before the works.

Repair of damage

- (c) The owner must at the owner's expense make good any damage to the common property caused as a result of the works no matter when such damage may become evident.

**3.4 Enduring Obligations**

Indemnity

- (a) The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damage and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the ceiling insulation or the altered state or use of the common property arising from the installation of the ceiling insulation.

Annexure 'A'

Compliance with all laws

- (b) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the ceiling insulation

**4. Breach of this by-law**

- (a) If the owner breaches any condition of this by law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
  - (i) Rectify any such breach.
  - (ii) Enter any part of the strata scheme including the lot, by its agents, employees or contractors in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying any such breach; and
  - (iii) Recover as a debt due from the owner, the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of breach of this by-law.



## Applicant:

Bks Conveyancing  
Po Box 1100  
CARINGBAH NSW 1495

## Planning Certificate – Section 149(2) Certificate Environmental Planning and Assessment Act, 1979

---

Certificate no:	e149:16/2344	Delivery option:	
Certificate date:	24/05/2016	Your reference:	Brown

## Property:

Lot 13 S/P 23007  
13/28 Tullimbar Road CRONULLA NSW 2230

## Zone:

**Sutherland Shire Local Environmental Plan 2015**

**Zone R4 High Density Residential**

### Notes:

- (a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

### Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

---

**INFORMATION PURSUANT TO SECTION 149(2),  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

---

**1. Names of relevant instruments and DCPs**

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

**Sutherland Shire Local Environmental Plan 2015**

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

\* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

\* SEPP (Building Sustainability Index: Basix) 2004.

\* SEPP (Exempt and Complying Development Codes) 2008

\* SEPP (Affordable Rental Housing) 2009

\* SEPP No. 19 – Bushland in Urban Areas.

\* SEPP No. 21 – Caravan Parks.

\* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

\* SEPP No. 33 – Hazardous and Offensive Development.

\* SEPP No. 39 – Spit Island Bird Habitat.

\* SEPP No. 50 – Canal Estates.

\* SEPP No. 55 – Remediation of Land.

\* SEPP No. 62 – Sustainable Aquaculture.

\* SEPP No. 64 – Advertising and Signage.

\* SEPP No. 65 – Design Quality of Residential Flat Development.

\* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

\* SEPP (State Significant Precincts) 2005.

\* SEPP (Mining, Petroleum Production and Extractive Industries) 2007.

\* SEPP (Infrastructure) 2007.

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

**Draft State Environmental Planning Policy (Competition) 2010**

applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

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

\* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2. Zoning and land use under relevant LEPs**

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

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015  
Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

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

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.



### **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) 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) 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.

#### **General Housing Code**

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

#### **Housing Alterations Code**

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

#### **Commercial and Industrial Alterations Code**

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

#### **Commercial and Industrial (New Buildings and Additions) Code**

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

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

#### **Subdivisions Code**

Complying development may be carried out on the land under the

Subdivisions Code.

**Rural Housing Code**

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

**General Development Code**

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

**Demolition Code**

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

**Fire Safety Code**

Complying development may be carried out on the land under the Fire Safety Code.

**4. Coastal Protection**

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

**4A. Information relating to beaches and coasts**

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
  - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

- meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

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

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

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

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**

Is the land proclaimed to be mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act, 1961*?

No

### **6. Road Widening and Road Realignment**

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

## **7A. Flood related development controls information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

## **8. Land reserved for acquisition**

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

No

## **9. Contribution Plans**

Council has adopted the following Contribution Plans that apply to the land:

- \* The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- \* The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).

## **9A. Biodiversity certified land**

If the land is biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995), a statement to that effect.

No

## **10. Biobanking agreements**

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

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

Is the land bush fire prone?

No

## **12. Property Vegetation Plans**

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

## **13. Orders Under Trees (Disputes Between Neighbours) Act 2006**

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

No.

## **14. Directions under Part 3A**

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

No

## **15. Site compatibility certificates and conditions for seniors housing**

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

## **16. Site compatibility certificates for infrastructure**

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

## **17. Site compatibility certificates and conditions for affordable rental housing**

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

## **19. Site verification certificates**

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

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

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

No

**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) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

### **Any Other Prescribed Matter**

**Note:** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

### **Additional Information**

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice



regarding demolition orders should be sought by application for a  
Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon  
Manager Environmental Planning

## SEWERAGE SERVICE DIAGRAM

M.W.S. &amp; U.B.

MUNICIPALITY OF **SUTHERLAND**  
SUBURB OF **Cronulla.**Copy of  
Diagram No. **103766**

- Manhole
- Chr. Chamber
- L.H. Lamphole
- Boundary Trap
- Inspection Shaft
- Pit
- G Grease Interceptor

- SYMBOLS AND ABBREVIATIONS**
- Gully
  - P P Trap
  - R Reflux Valve
  - Cleaning Eye
  - V Vertical Pipe
  - V Vent Pipe
  - SV Soil Vent Pipe
  - WS Waste Stack
  - IP Induct Pipe
  - MF Mica Flap
  - T Tubs
  - K Kitchen Sink
  - W Water Closet
  - B Bath Waste

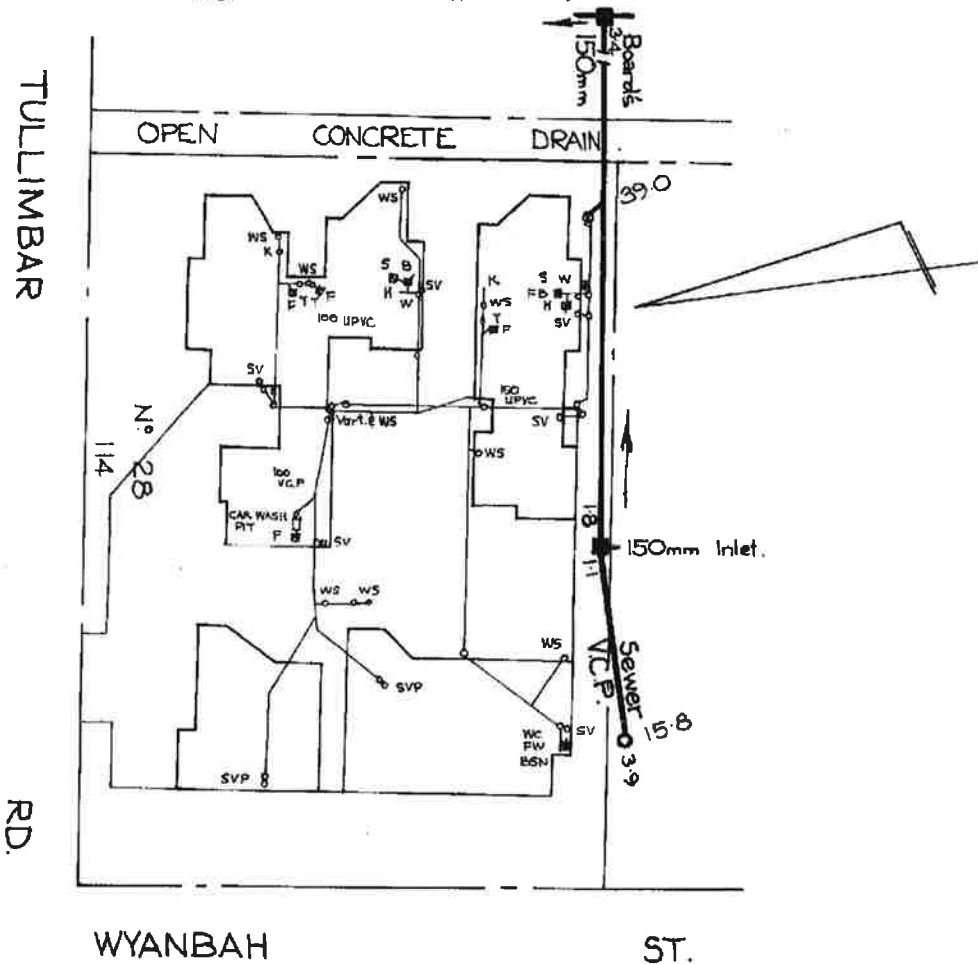
- H Handbasin
- S Shower
- Jn. Junction
- DW Dishwasher
- F Floor Waste
- M Washing Machine
- BS Bar Sink


**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

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

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



DRAINAGE		Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres	PLUMBING	
 W.s Ur.s SHEET No. <b>4667</b>	Supervised by	Date of Issue	Supervised by	
	Inspector	Outfall	Inspector	
	Field Diagram Examined by	Drainer		
	Chief Inspector	Plumber		
	Tracing Checked by	Boundary Trap ■/is not required		for House Services Engineer

Connection Date: / /

F 77

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

# Standard form Residential tenancy agreement



Fair  
Trading

**Landlord Name (1):**

Mitchell Brown

**Landlord Name (2):**

N/A

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

PO Box 340 Cronulla NSW

Postcode: 2230

Telephone number (of landlord or agent): 02 95448877

**Tenant's Name (1):**

Sean Adam Taylor

**Tenant's Name (2):**

Paul Martin Kiely

**Tenant's Name (3):**

N/A

Add all other tenants here:

N/A

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

N/A

Postcode:

Telephone number/s: 0405 143 646 & 0416 344 665

**Landlord's agent:**

TL Richardson P/L t/as Exclusively Rentals

Address for services of notices:

PO Box 340 Cronulla NSW

Postcode: 2230

Telephone number/s: 02 95448877

**Premises:**

(a) location

13/28 Tullimbar Road Cronulla NSW 2230

(b) inclusions

single garage no 13

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

**Term:**

The term of this agreement is 52 weeks/months/years,

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

starting on 29 / 11 / 2014

and ending on 27 / 11 / 2015

**Rent:** \$550.00

a week



fortnight



payable in advance starting on

29 / 11 / 2014

pk

The method by which the rent must be paid:

(a) to N/A at N/A

by cash or cheque, or

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

BSB number: 082184 account number: 151871153

account name: TL Richardson Pty Ltd t/as Exclusively Rentals

payment reference: Bpay Biller code: 151597 Customer reference: 11171, or

(c) as follows: N/A

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

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

A rental bond of \$ 2200.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

**IMPORTANT INFORMATION**

**Maximum number of occupants**

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

**Urgent repairs**

Nominated tradespeople for urgent repairs

Electrical repairs: Kevin Cowan Telephone: 0408 240 780

Plumbing repairs: Robert Tindall Telephone: 0419 994 491

Other repairs: N/A Telephone: N/A

**Water usage**

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

☐ Yes

☒ No

If yes, see clauses 11 and 12.

**Strata by-laws**

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

☐ No

If yes, see clause 35.

**Condition report**

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

**Tenancy laws**

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

# The Agreement

## Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
2. The landlord agrees to give the tenant:
  - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## Rent

### 3. The tenant agrees:

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

### 4. The landlord agrees:

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

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

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

## Rent increases

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

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

### 6. The landlord and the tenant agree:

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



## **Rent reductions**

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

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

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

## **10. The tenant agrees** to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
  - 10.5.1 are separately metered, or
  - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

## **11. The landlord agrees** that the tenant is not required to pay water usage charges unless:

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
  - 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
  - 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
  - 11.4 the residential premises have the following water efficiency measures:
    - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
    - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
    - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.
12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## **Possession of the premises**

### **13. The landlord agrees:**

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

## **Tenant's right to quiet enjoyment**

### **14. The landlord agrees:**

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

## **Use of the premises by tenant**

### **15. The tenant agrees:**

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

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

- 16.1 to keep the residential premises reasonably clean, and

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

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

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

## **Landlord's general obligations for residential premises**

### **18. The landlord agrees:**

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

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

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

### **Urgent repairs**

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

- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

(k) any fault or damage that causes the premises to be unsafe or insecure.

### **Sale of the premises**

#### **20. The landlord agrees:**

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

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

#### **22. The landlord and tenant agree:**

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

### **Landlord's access to the premises**

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

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Consumer, Trader and Tenancy Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months)



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

### **Locks and security devices**

#### **29. The landlord agrees:**

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

#### **30. The tenant agrees:**

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open

### **Alterations and additions to the premises**

#### **27. The tenant agrees:**

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

any lock or security device that the tenant changes within 7 days of the change.

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

### **Transfer of tenancy or sub-letting by tenant**

#### **32. The landlord and tenant agree that:**

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

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

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

### **Change in details of landlord or landlord's agent**

#### **34. The landlord agrees:**

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

the tenant notice in writing of the change within 14 days, and

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

### **Copy of certain by-laws to be provided**

[Cross out if not applicable]

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

### **Mitigation of loss**

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

### **Rental bond**

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

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

### Smoke alarms

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

### Swimming pools

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

40. ~~The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.~~

### Additional terms

[Additional terms may be included in this agreement if:

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

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

### Additional term—break fee

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
  - 41.2 if the fixed term is for more than 3 years, [specify amount]: \_\_\_\_\_

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

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

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

### Additional term—pets

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
44. ~~The landlord agrees that the tenant may keep the following animals on the residential premises:~~
45. ~~The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.~~

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



# Notes

## 1. Definitions

In this agreement:

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

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

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

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

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

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

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

## 2. Continuation of tenancy (if fixed term agreement)

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

## 3. Ending a fixed term agreement

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

## 4. Ending a periodic agreement

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

## 5. Other grounds for ending agreement

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

## 6. Warning

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

### Additional Terms

1. Rent is to be paid on time and in advance in accordance with the lease agreement. Rent is to be paid by using BPAY or direct debit (unless otherwise arranged).
2. Electricity, gas and phone accounts (if required) are the responsibility of the tenant. This includes connection, disconnection and payment of all accounts. The landlord is not responsible for supplying a phone line to the property and will not be responsible for any fees associated with connection, maintenance or disconnection of this service.
3. After the tenancy begins, the tenant is responsible for replacing the batteries of smoke alarms and replace light globes.
4. All repairs are to be reported promptly to Exclusively Rentals in writing – urgent repairs may be reported by phone. Repairs are carried out during business hours (unless emergencies).
5. It is recommended that the tenant take out the appropriate insurances for their belongings, as the landlord cannot insure tenants' belongings.
6. Permission must be sought before any altering or decorating – this includes the installation of picture hooks or locks.
7. The condition report is to be completed, signed & dated by all tenants, and returned to Exclusively Rentals within 7 days.
8. There are no pets allowed at the property
9. There is no smoking inside the rental property.
10. When using a clothes dryer within the property, the tenant should ventilate the room (open a window or door) to prevent dampness and remove lint on a regular basis.
11. The property is to be kept in a clean and well maintained condition throughout the tenancy, and is to be left in the same condition upon vacating, in accordance with the lease agreement. Particular attention should be made to bathrooms, laundry and kitchen. Cleaning includes air conditioner filters, dishwasher filters, exhaust fans.
12. The tenant will become responsible to have repaired any damage they have caused to the property during their tenancy – whether intentional or accidental. This may include holes from picture hooks, stained carpet, cooking smells, discoloured paint from candles etc
13. If the tenant breaches their lease agreement, their personal information may be listed on a tenant database.
14. When the tenant vacates the property, they must remove all rubbish and make sure that all light fittings have working globes.
15. The tenant is aware that there is a shared common driveway on the property.
16. The tenants are not to use inflatable/portable pools or any water holding devices due to local council regulations.

Signed: Tenant

*J. Taylor* *PR*

Agent

*Tracey R*  
28.11.14

Dated:



**Signed by the landlord/agent**

Name of landlord/agent

Tracy Richardson

Signature of landlord/agent

Tracy R

on the 28 day of 11 2014

in the presence of (witness)

Name of witness

Kim Hanson

Signature of witness

Kim Hanson

**Signed by the tenant (2)**

Name of tenant

Sean Taylor

Signature of tenant

S Taylor

on the 28 day of 2014

in the presence of (witness)

Name of witness

Tracy Richardson

Signature of witness

Tracy R

**Signed by the tenant (1)**

Name of tenant

Paul Kelly

Signature of tenant

P Kelly

on the 28th day of Nov 2014

in the presence of (witness)

Name of witness

Tracy Richardson

Signature of witness

Tracy R

**Signed by the tenant (3) and any other tenants**

Name of tenant/s

Signature of tenant/s

on the day of 20\_\_

in the presence of (witness)

Name of witness

Signature of witness

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

Signature of tenant/s

S Taylor P Kelly

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)

